

1           IN THE UNITED STATES DISTRICT COURT  
2           FOR THE NORTHERN DISTRICT OF OHIO  
3           EASTERN DIVISION

4                                 -   -   -  
5   IN RE:   NATIONAL                 :   MDL NO. 2804  
6   PRESCRIPTION OPIATE           :  
7   LITIGATION                       :  
8   -----

9                                 :   CASE NO.  
10   THIS DOCUMENT                   :   1:17-MD-2804  
11   RELATES TO ALL CASES:  
12                                 :   Hon. Dan A.  
13                                 :   Polster  
14                                 -   -   -

15                                 Friday, January 25, 2019  
16                                 -   -   -

17   HIGHLY CONFIDENTIAL - SUBJECT TO FURTHER  
18   CONFIDENTIALITY REVIEW  
19                                 -   -   -

20                                 Videotaped deposition of  
21   CELIA WEBER, taken pursuant to notice,  
22   was held at the law offices of Reed Smith  
23   LLP, Three Logan Square, 1717 Arch  
24   Street, Suite 3100, Philadelphia,  
25   Pennsylvania 19103, beginning at 2:43  
26   p.m., on the above date, before Amanda  
27   Dee Maslynsky-Miller, a Certified  
28   Realtime Reporter.  
29                                 -   -   -

30                                 GOLKOW LITIGATION SERVICES  
31   877.370.3377 ph | 917.591.5672 fax  
32   deps@golkow.com

<p style="text-align: right;">Page 2</p> <p>1 APPEARANCES:  2  3 BARON &amp; BUDD, P.C.  4 BY: SCOTT SIMMER, ESQUIRE  5 KEN CAPESIUS, PARALEGAL  6 600 New Hampshire Avenue NW  7 Suite 10A  8 Washington, DC 20037  9 (202) 333-4562  10 Ssimmer@baronbudd.com  11 Representing the Plaintiffs  12  13 REED SMITH, LLP  14 BY: THOMAS H. SUDDATH JR., ESQUIRE  15 BY: JOSEPH J. MAHADY, ESQUIRE  16 Three Logan Square  17 1717 Arch Street  18 Philadelphia, Pennsylvania 19103  19 (215) 851-8100  20 Tsuddath@reedsmith.com  21 jmahady@reedsmith.com  22 Representing the Defendant,  23 AmerisourceBergen Drug  24 Corporation</p> <p>1 JONES DAY  2 BY: SHIRLETHIA V. FRANKLIN, ESQUIRE  3 51 Louisiana Avenue, N.W.  4 Washington, D.C. 20001  5 (202) 879-3939  6 Sfranklin@jonesday.com  7 Representing the Defendant,  8 Walmart</p>	<p style="text-align: right;">Page 4</p> <p>1 APPEARANCES: (Continued)  2 VIA TELEPHONE/LIVESTREAM:  3  4 BARON &amp; BUDD, P.C.  5 BY: WILLIAM POWERS, ESQUIRE  6 EMMA KABOLI, PARALEGAL  7 600 New Hampshire Avenue NW  8 Suite 10A  9 Washington, DC 20037  10 (202) 333-4562  11 Wpowers@baronbudd.com  12 - and -  13 BY: JAY LICHTER, ESQUIRE  14 GRETCHEN KEARNEY, OFFICE MANAGER  15 15910 Ventura Boulevard  16 #1600  17 Encino, California 91436  18 (818) 839-2333  19 Jlichter@baronbudd.com  20 Representing the Plaintiffs  21  22 BLASINGAME, BURCH, GARRARD &amp;  23 ASHLEY, P.C.  24 BY: ALEXANDRA K. HUGHES, ESQUIRE  440 College Avenue  Suite 320  Athens Georgia 30601  (706) 707-2762  Ahughes@bbga.com  Representing the Plaintiffs</p> <p>1 REED SMITH, LLP  2 BY: ABIGAIL M. PIERCE, ESQUIRE  3 Three Logan Square  4 1717 Arch Street  5 Philadelphia, Pennsylvania 19103  6 (215) 851-8100  7 Abigail.pierce@reedsmith.com  8 Representing the Defendant,  9 AmerisourceBergen Drug  10 Corporation</p>
<p style="text-align: right;">Page 3</p> <p>1 APPEARANCES: (Continued)  2  3  4 PIETRAGALLO GORDON ALFANO BOSICK &amp;  5 RASPANTI, LLP  6 BY: ERIK GIANNITRAPANI, ESQUIRE  7 1818 Market Street  8 Suite 3402  9 Philadelphia, Pennsylvania 19103  10 (215) 320-6200  11 Eg@pietragallo.com  12 Representing the Defendant,  13 Cardinal Health, Inc.  14  15 COVINGTON &amp; BURLING LLP  16 BY: ALEXANDRA J. WIDAS, ESQUIRE  17 850 Tenth Street, NW  18 Suite 856N  19 Washington, DC 20001  20 (202) 662-5000  21 awidas@cov.com  22 Representing the Defendant,  23 McKesson Corporation  24</p>	<p style="text-align: right;">Page 5</p> <p>1 APPEARANCES: (Continued)  2 VIA TELEPHONE/LIVESTREAM:  3  4 ARNOLD &amp; PORTER KAYE SCHOLER LLP  5 BY: DAVID HIBEY, ESQUIRE  6 601 Massachusetts Ave, NW  7 Washington, DC 20001  8 (202) 942-5000  9 David.hibey@arnoldporter.com  10 Representing the Defendant,  11 Endo Pharmaceuticals, Endo Health,  12 and Par Pharmaceuticals  13  14 ALSO PRESENT:  15 Devyn Mulholland, Videographer  16 Christopher Casalenuovo,  17 AmerisourceBergen Corporation  18 Drew Schinzel,  19 AmerisourceBergen Corporation  20  21  22  23  24</p>

Page 6			Page 8		
1	- - -		1	- - -	
2	I N D E X		2	DEPOSITION SUPPORT INDEX	
3	- - -		3	- - -	
4			4		
5	Testimony of: CELIA WEBER		5	Direction to Witness Not to Answer	
6	By Mr. Simmer	10	6	Page Line Page Line Page Line	
7			7	None	
8			8		
9	- - -		9		
10	E X H I B I T S		10	Request for Production of Documents	
11	- - -		11	Page Line Page Line Page Line	
12	NO. DESCRIPTION PAGE		12	None	
13	AmerisourceBergen-Weber		13		
14	Exhibit-1 Celia Weber LinkedIn		14		
15	Profile 16		15	Stipulations	
16	AmerisourceBergen-Weber		16	Page Line Page Line Page Line	
17	Exhibit-2 ABDCMDL00319748-753	52	17	9 1	
18	AmerisourceBergen-Weber		18		
19	Exhibit-3 ABDCMDL00319756-807	52	19		
20	AmerisourceBergen-Weber		20	Question Marked	
21	Exhibit-4 Insys-MDL-007726258-259	90	21	Page Line Page Line Page Line	
22	AmerisourceBergen-Weber		22	None	
23	Exhibit-5 Insys-MDL-007726260	94	23		
24	AmerisourceBergen-Weber		24		
	Exhibit-6 Insys-MDL-007754340-343	98			
	AmerisourceBergen-Weber				
	Exhibit-7 Insys-MDL-007731066-072	107			
</					

<p style="text-align: right;">Page 10</p> <p>1 now swear in the witness.  2 - - -  3 CELIA WEBER, after having  4 been duly sworn, was examined and  5 testified as follows:  6 - - -  7 EXAMINATION  8 - - -  9 BY MR. SIMMER:  10 Q. Good afternoon, Ms. Weber.  11 My name is Scott Simmer, I'm here on  12 behalf of the plaintiffs in this action.  13 Have you testified before in  14 any litigation?  15 A. I have not.  16 Q. Let me go over some of the  17 ground rules. I expect your counsel may  18 have talked to you about that, too, but I  19 want to make should we're on the same  20 page.  21 Today I'm going to be asking  22 you a series of questions. You will  23 answer. It's important that we don't  24 talk over each other, so that let me</p>	<p style="text-align: right;">Page 12</p> <p>1 assume you understand the question.  2 Is that fair?  3 A. Yes, that's fair.  4 Q. You understand you're to  5 answer these questions truthfully; is  6 that right?  7 A. Yes.  8 Q. And you understand what the  9 penalties are for failing to answer  10 truthfully, correct?  11 A. Yes.  12 Q. That's perjury, correct?  13 A. Yes.  14 Q. You can request a break at  15 any time. I just ask if there's a  16 question pending, you answer before we  17 take our break.  18 A. Yes.  19 Q. From time to time, your  20 attorney or one of the other attorneys  21 may lodge an objection. Unless they tell  22 you not to answer, you still must answer  23 the question.  24 Do you understand?</p>
<p style="text-align: right;">Page 11</p> <p>1 complete my questions before you start to  2 answer.  3 The court reporter can only  4 take one of us down at a time. It will  5 drive her crazy. It's Friday afternoon.  6 We don't want to upset her. So for that  7 reason, let's not speak over each other,  8 if we can.  9 Is that okay?  10 A. Yes.  11 Q. Please wait before I  12 complete my question before you begin to  13 answer, if you would.  14 A. Right.  15 Q. You have to answer fully and  16 accurately and verbally; you can't just  17 nod your head is what I mean.  18 Do you understand?  19 A. Yes.  20 Q. You're answering over me, so  21 be careful.  22 If you don't understand a  23 question, please say so, and I'll try to  24 rephrase it. Otherwise, I'm going to</p>	<p style="text-align: right;">Page 13</p> <p>1 A. Yes.  2 Q. Is there any reason why you  3 cannot testify truthfully or accurately  4 today?  5 A. No.  6 Q. What's your understanding of  7 why you are here today?  8 A. The opioid litigation with  9 the state of Ohio, as it relates to  10 AmerisourceBergen and my role at  11 AmerisourceBergen.  12 Q. Have you looked at any of  13 the pleadings that have been filed with  14 the court?  15 A. No.  16 Q. Did you meet with attorneys  17 representing the company in advance of  18 today's deposition?  19 A. Yes.  20 Q. Who did you meet with?  21 A. Tom and Joe.  22 Q. On how many occasions?  23 A. Two.  24 Q. And how long?</p>

<p style="text-align: right;">Page 14</p> <p>1 A. Approximately seven hours.</p> <p>2 Q. Did they show you any</p> <p>3 documents?</p> <p>4 A. Yes.</p> <p>5 Q. How many?</p> <p>6 A. I don't recall the number.</p> <p>7 Q. Just generally, what types</p> <p>8 of documents did they show you?</p> <p>9 A. Documents pertaining to work</p> <p>10 that my team had done with pharmaceutical</p> <p>11 manufacturers.</p> <p>12 Q. When you reference "my</p> <p>13 team," what do you mean by that?</p> <p>14 A. I have two employees.</p> <p>15 Q. That means that you</p> <p>16 supervise two individuals?</p> <p>17 A. Correct.</p> <p>18 Q. And who are they?</p> <p>19 A. Sheila Rizzo. Kim Hamlin.</p> <p>20 Q. Spell Ms. Rizzo's last name.</p> <p>21 A. R-I-Z-Z-O.</p> <p>22 Q. And Ms. Hamlin's last name?</p> <p>23 A. H-A-M-L-I-N.</p> <p>24 Q. Have you been involved in</p>	<p style="text-align: right;">Page 16</p> <p>1 A. No.</p> <p>2 Q. Did you give your computer</p> <p>3 to AmerisourceBergen's counsel?</p> <p>4 A. I didn't physically give the</p> <p>5 computer to them.</p> <p>6 Q. But they did have access to</p> <p>7 it?</p> <p>8 A. Correct.</p> <p>9 - - -</p> <p>10 (Whereupon,</p> <p>11 AmerisourceBergen-Weber Exhibit-1,</p> <p>12 Celia Weber LinkedIn Profile, was</p> <p>13 marked for identification.)</p> <p>14 - - -</p> <p>15 BY MR. SIMMER:</p> <p>16 Q. I'll hand you what we marked</p> <p>17 as Weber Exhibit Number 1. I'll identify</p> <p>18 it for the record as your LinkedIn page.</p> <p>19 It's a two-page document, if you could</p> <p>20 take a look at that.</p> <p>21 I'd like to start with your</p> <p>22 education, if I could. It says you</p> <p>23 attended Western Wisconsin Vocational</p> <p>24 College, correct?</p>
<p style="text-align: right;">Page 15</p> <p>1 litigation before?</p> <p>2 A. No.</p> <p>3 Q. Not as a party?</p> <p>4 A. No.</p> <p>5 Q. Have you ever testified in</p> <p>6 any litigation as a witness?</p> <p>7 A. No.</p> <p>8 Q. Okay. In advance of today's</p> <p>9 deposition, did you provide your --</p> <p>10 materials to the company's lawyers?</p> <p>11 A. I provided materials to</p> <p>12 AmerisourceBergen's lawyers.</p> <p>13 Q. That's what I'm talking</p> <p>14 about.</p> <p>15 A. Okay.</p> <p>16 Q. When I say "your lawyers," I</p> <p>17 do mean the company's lawyers. Thank</p> <p>18 you.</p> <p>19 Did you provide copies of</p> <p>20 any hardcopy documents you have in your</p> <p>21 possession?</p> <p>22 A. No. Everything was</p> <p>23 electronic.</p> <p>24 Q. Did you have hardcopy files?</p>	<p style="text-align: right;">Page 17</p> <p>1 A. Yes.</p> <p>2 Q. What years did you go there?</p> <p>3 A. 1977 to 1979.</p> <p>4 Q. And what did you major in?</p> <p>5 A. Associate of science degree,</p> <p>6 specializing in human resources.</p> <p>7 Q. And you received a diploma?</p> <p>8 A. An Associate's Degree.</p> <p>9 Q. It says next you attended</p> <p>10 the University of North Texas, correct?</p> <p>11 A. Correct.</p> <p>12 Q. What was your major?</p> <p>13 A. I didn't really have a</p> <p>14 major. I took classes there.</p> <p>15 Q. And did you receive a</p> <p>16 degree?</p> <p>17 A. No.</p> <p>18 Q. Have you had any other</p> <p>19 education after high school, beyond</p> <p>20 what's indicated on your profile?</p> <p>21 A. No.</p> <p>22 Q. So it says that you left the</p> <p>23 University of North Texas in 1984,</p> <p>24 correct?</p>

Page 18

1 A. I took classes during that  
2 period of time, as part time.  
3 Q. Okay. I just want to go  
4 from there.  
5 Your first employment after  
6 you -- at least as you indicate here, was  
7 at FoxMeyer Drug Company; is that  
8 correct?  
9 A. My first employment listed  
10 here is FoxMeyer Drug Company, yes.  
11 Q. Did you have positions prior  
12 to FoxMeyer that are not listed on your  
13 profile?  
14 A. Yes.  
15 Q. And what were they? Just go  
16 in the order if you can.  
17 A. Hunt International.  
18 Q. What did you do there?  
19 A. I was the office manager.  
20 Q. And what years were you  
21 there?  
22 A. I don't know. I don't  
23 recall.  
24 Q. And what was your next

Page 19

1 employment after Hunt International?  
2 A. FoxMeyer.  
3 Q. And what were your  
4 responsibilities at FoxMeyer Drug  
5 Company?  
6 A. So my last role was in  
7 national accounts, sort of an internal  
8 administrative role.  
9 Q. You had a prior position of  
10 some kind?  
11 A. I was on the conversion  
12 team.  
13 Q. What were your  
14 responsibilities?  
15 A. I trained employees at  
16 companies that FoxMeyer had acquired.  
17 Q. And then when you became --  
18 I guess, when you assumed the role in  
19 national accounts, what were your  
20 responsibilities?  
21 A. I was the internal nonsales  
22 liaison with our larger chain customers.  
23 Q. By "chain," what are you  
24 referring to?

Page 20

1 A. Sorry. Pharmacy chain.  
2 Q. What chain pharmacies did  
3 you have responsibility for?  
4 A. The biggest one was Walmart.  
5 Q. And there were others?  
6 A. Kmart. And I don't recall  
7 the others.  
8 Q. You left that job in April  
9 of -- or in 1998, correct?  
10 A. Correct.  
11 Q. It says your next position  
12 was at Goldline Laboratories, correct?  
13 A. Correct.  
14 Q. And it says you were a  
15 national accounts/sales manager/regional  
16 accounts.  
17 Is that different positions,  
18 or is that the entire title for one  
19 position?  
20 A. Different positions.  
21 Q. Okay. What was your first  
22 position at Goldline?  
23 A. Regional accounts.  
24 Q. And what were your

Page 21

1 responsibilities?  
2 A. I called on smaller regional  
3 chains in the South.  
4 Q. Are these pharmacy chains  
5 that you called on?  
6 A. Pharmacy chains, also  
7 wholesalers.  
8 Q. Then it says you were a  
9 sales manager after that?  
10 A. Correct.  
11 Q. And what was in that -- what  
12 were the responsibilities for that  
13 position?  
14 A. I managed a small team of  
15 salespeople that called on independent  
16 drug stores.  
17 Q. Was that throughout the  
18 United States?  
19 A. In the Western United  
20 States.  
21 Q. It says the next position  
22 you held was national accounts, right?  
23 A. Correct.  
24 Q. And what were your

Page 22

1 responsibilities for that?

2 A. So I had -- I called on

3 larger customers, both chains and

4 wholesalers.

5 Q. And what chains did you call

6 on?

7 A. So I had Kroger. Most of

8 them are out of business. Walmart.

9 Kmart.

10 That's all I can remember at

11 this point.

12 Q. What wholesalers did you

13 call on?

14 A. Bergen, FoxMeyer, Finley

15 Western. That's all I can remember.

16 Q. You left that position -- or

17 that employment with Goldline in May of

18 1998, correct?

19 A. Correct.

20 Q. It says your next job was

21 with AmerisourceBergen?

22 A. No, it was with Bergen

23 Brunswick.

24 Q. It says on your bio, or your

Page 23

1 profile, that it was AmerisourceBergen.

2 But AmerisourceBergen didn't

3 exist yet; is that right?

4 A. Right. It says, Formerly

5 Bergen Brunswick.

6 Q. And it says your position

7 was as health systems account manager; is

8 that right?

9 A. Correct.

10 Q. And what were your

11 responsibilities?

12 A. I called on hospital

13 pharmacies in the North Texas area.

14 Q. And you held that position

15 until January 2002?

16 A. Correct.

17 Q. And that was the position

18 you held the entire time?

19 A. Correct.

20 Q. What were your -- what was

21 your reason for leaving that position?

22 A. I had a better job

23 opportunity.

24 Q. Your next position was at

Page 24

1 Walsh Healthcare Solutions, right?

2 A. Correct.

3 Q. And it says directed --

4 strike that -- it says, Director, branded

5 Rx?

6 A. Correct.

7 Q. What were your

8 responsibilities?

9 A. I negotiated and managed

10 distribution agreements with branded

11 pharmaceutical companies.

12 Q. I'm not familiar with Walsh

13 Healthcare Solutions.

14 What is that?

15 A. They are a regional

16 wholesaler that has since been acquired.

17 Q. It says you had that

18 position for -- from January 2002 to May

19 2004, correct?

20 A. Correct.

21 Q. And what was your leaving --

22 reason for leaving that job?

23 A. They were acquired by

24 another company, and the corporate office

Page 25

1 was moved somewhere else.

2 Q. Okay. So I do have it right

3 that you then went on to F. Dohmen,

4 Dohmen Distribution Partners?

5 A. Correct.

6 Q. And what is that company?

7 A. It's another regional

8 wholesaler distributor.

9 Q. It says you were a director,

10 branded Rx, right?

11 A. Right.

12 Q. What were your

13 responsibilities?

14 A. Managing the distribution

15 agreements with branded manufacturers.

16 Q. Just so that we understand

17 clearly for the record, you mentioned

18 distribution agreements with regard to

19 Walsh Healthcare also.

20 What is a distribution

21 agreement, as you're using it?

22 A. Distribution agreement

23 memorializes the terms and conditions

24 between the wholesaler distributor and

<p style="text-align: right;">Page 26</p> <p>1 the manufacturer, such as payment days          2 for invoices.          3 Q. What do you mean by "payment          4 days for invoices"?          5 A. Like, the terms of doing          6 business together, when the invoice is          7 going to be due.          8 Q. Okay. You held that          9 position until June 2006; is that          10 correct?          11 A. Correct.          12 Q. And your next job was at          13 Cardinal, correct?          14 A. Correct.          15 Q. There you were the director          16 of pharmaceutical strategic sourcing,          17 correct?          18 A. Correct.          19 Q. And what was your          20 responsibilities?          21 A. To manage distribution          22 agreements with branded manufacturers.          23 Q. And what branded          24 manufacturers were you dealing with?</p>	<p style="text-align: right;">Page 28</p> <p>1 A. Yes.          2 Q. Did you work on any aspect          3 of the distribution of the drugs to          4 pharmacies in your job at Cardinal?          5 A. No.          6 Q. You left in July 2008,          7 correct?          8 A. Correct.          9 Q. Why did you leave?          10 A. A big reorganization, in          11 which my level was eliminated.          12 Q. It says your next position          13 was at AmerisourceBergen; is that          14 correct?          15 A. Correct.          16 Q. Was it always          17 AmerisourceBergen in the time that you've          18 worked there?          19 A. Yes.          20 Q. And it says that you were          21 first the director of branded Rx; is that          22 correct?          23 A. Correct.          24 Q. What were your</p>
<p style="text-align: right;">Page 27</p> <p>1 A. At that company, I had --          2 not all of them, so -- let's see.          3 I recall having AstraZeneca,          4 Eisai, Biogen.          5 Q. You're using that term again          6 "distribution agreements."          7 What these things were you          8 were negotiating, was that materially          9 different than you had already been doing          10 in your other positions you had held with          11 other companies?          12 A. No.          13 Q. So what we're talking about          14 is the distribution of pharmaceutical          15 products to pharmacies, right?          16 A. No.          17 Q. So who are you          18 distributing -- strike that.          19 Who are the agreements with?          20 A. The agreements are with the          21 manufacturer.          22 Q. So it's the drug          23 manufacturer, and they are selling drugs          24 to the distributor; is that right?</p>	<p style="text-align: right;">Page 29</p> <p>1 responsibilities?          2 A. Distribution agreements with          3 branded manufacturers.          4 Q. Which specific manufacturers          5 were you working with?          6 A. I had Bristol-Myers Squibb,          7 Johnson &amp; Johnson, Sanofi-Aventis.          8 Q. So in that position, working          9 with those particular manufacturers, what          10 did you do in the negotiation with them?          11 A. For the distribution          12 agreement?          13 Q. Yes, ma'am.          14 A. Part of it was -- part of a          15 distribution agreement involves, you          16 know, terms and conditions. It could          17 involve how recalls and returns are          18 handled, deductions.          19 Things that happen in the          20 course of those transactions between --          21 business transactions between the          22 manufacturer and the wholesale          23 distributor.          24 Q. So it's not strictly limited</p>

<p style="text-align: right;">Page 30</p> <p>1 to the negotiation of the terms of the  2 distribution agreement; is that right?  3 MR. SUDDATH: Objection to  4 the form.  5 THE WITNESS: Those would be  6 in the distribution agreement.  7 BY MR. SIMMER:  8 Q. I guess I'm trying to  9 understand is, all you did was negotiate  10 an agreement.  11 And once that agreement was  12 signed, were your responsibilities done?  13 A. No. In that role, we would  14 be kind of the point of contact for the  15 manufacturer, if there were any issues  16 related to the performance of those  17 things that were called out in the  18 distribution agreement.  19 Q. So whose agreement is it  20 that you're negotiating from? Is it the  21 AmerisourceBergen agreement? Or is it  22 the drug company's agreement that you're  23 working off of?  24 A. It will differ depending on</p>	<p style="text-align: right;">Page 32</p> <p>1 then somebody at the VP level would sign.  2 Q. I may have missed this, did  3 you tell us what companies you had  4 responsibility for?  5 A. I did. I mentioned some of  6 the companies, Eisai, BMS,  7 Sanofi-Aventis, J&amp;J.  8 Q. Eisai, you'd better spell  9 that for the record.  10 A. E-I-S-A-I.  11 Q. Did you have responsibility  12 for any controlled substances?  13 A. I didn't have responsibility  14 for any products.  15 Q. So the agreements, that  16 would have covered a distribution of drug  17 products, right?  18 A. It would have -- they cover  19 the transactional how you do business  20 together, for when the wholesaler is  21 purchasing the product.  22 Q. And in that case,  23 AmerisourceBergen is purchasing the  24 product, right?</p>
<p style="text-align: right;">Page 31</p> <p>1 the manufacturer. Many times, it was  2 AmerisourceBergen's-authored agreement  3 template and sometimes it was the  4 manufacturer's.  5 Q. With respect to the actual  6 terms and conditions, if it was an  7 AmerisourceBergen agreement, did those  8 terms and conditions ever get changed in  9 the agreement that you were negotiating?  10 A. They could.  11 Q. Did you have signatory  12 authority on those agreements?  13 A. I did not.  14 Q. Who has signatory authority?  15 A. Somebody at the VP level.  16 Q. So you would workup the  17 agreement, the terms and conditions, and  18 whatever it was with the particular  19 company, and somebody else, then, signed  20 off on it?  21 A. Right. There would be  22 multiple people involved in working  23 through the agreement. Other departments  24 that were impacted by the agreement. And</p>	<p style="text-align: right;">Page 33</p> <p>1 A. Correct.  2 Q. My question is, those  3 products that were subject to this  4 agreement, or to that negotiation, were  5 any of them controlled substances?  6 MR. SUDDATH: Objection to  7 form.  8 THE WITNESS: For the  9 agreements that I managed the  10 negotiation for, I don't know if  11 any of them -- I don't recall if  12 any of them were controlled  13 substances.  14 BY MR. SIMMER:  15 Q. How many total manufacturers  16 are you responsible for? You've only  17 mentioned three.  18 A. I probably had 50, would be  19 the most that I had.  20 Q. So when you have  21 responsibility for a particular  22 manufacturer, you're responsible for all  23 that manufacturer's drugs and the  24 negotiations on behalf of</p>

Page 34

1 AmerisourceBergen; isn't that right?  
2 MR. SUDDATH: Objection to  
3 form.  
4 THE WITNESS: The drugs  
5 aren't called out in the  
6 agreement. It's -- what's in the  
7 agreement is the business -- the  
8 transactions that we're doing with  
9 the manufacturer. It's not  
10 specific to product.  
11 BY MR. SIMMER:  
12 Q. And what are the  
13 transactions you're doing with the  
14 manufacturers that are called out?  
15 A. Placing orders, being  
16 invoiced, paying bills, chargebacks,  
17 returns, data that they -- that they get.  
18 Q. So this has to do with all  
19 the transactions for the drug products  
20 that are being purchased from the  
21 manufacturer, right?  
22 A. Yes, it would -- yes.  
23 Q. Again, just to be clear, in  
24 those negotiations you have with the

Page 35

1 manufacturer, say, Johnson & Johnson,  
2 were there some drug products that you  
3 were not responsible for?  
4 A. The agreements didn't call  
5 out the products.  
6 Q. Again, I'm trying to  
7 understand.  
8 So this negotiation for all  
9 of the transactions related to Johnson &  
10 Johnson, were there any drug products  
11 that Johnson & Johnson sells that you did  
12 not actually have responsibility for?  
13 MR. SUDDATH: Objection to  
14 form.  
15 THE WITNESS: I don't know,  
16 because I don't know everything  
17 that Johnson & Johnson sells. So  
18 I don't know if it covered all  
19 their products or not.  
20 BY MR. SIMMER:  
21 Q. Did you have the  
22 responsibility for their division  
23 Janssen?  
24 MR. SUDDATH: Objection to

Page 36

1 form.  
2 THE WITNESS: Janssen is not  
3 a company name that we contracted  
4 with.  
5 BY MR. SIMMER:  
6 Q. So if they had controlled  
7 substances products that are specific as  
8 to Janssen, that's not something that you  
9 would know anything about?  
10 A. No.  
11 Q. It says your next position  
12 at AmerisourceBergen was as senior  
13 director, marketing and operations,  
14 correct?  
15 A. Correct.  
16 Q. Is that a different function  
17 than you'd been performing before?  
18 A. It is.  
19 Q. And how does it differ?  
20 A. It doesn't involve  
21 negotiating distribution agreements.  
22 It's 50 percent operational and 50  
23 percent more on the, like, educational  
24 awareness product side.

Page 37

1 Q. With regard to the 50  
2 percent that is operations, what are your  
3 job responsibilities?  
4 A. We facilitate getting all  
5 the paperwork when a new item is launched  
6 or a new supplier is about to  
7 commercialize their first product, to  
8 make sure that, you know, all the  
9 licensing is gathered, indemnifications,  
10 insurance, those -- you know, those kind  
11 of legal, regulatory kind of things that  
12 we have to gather.  
13 Q. So you're just gathering the  
14 paperwork for a new supplier that is  
15 about to commercialize their first  
16 product, right?  
17 MR. SUDDATH: Objection to  
18 form.  
19 THE WITNESS: A new  
20 manufacturer that hasn't done  
21 business with us before, right.  
22 There are certain things that we  
23 have to have in order to begin a  
24 business relationship with them.

<p style="text-align: right;">Page 38</p> <p>1 BY MR. SIMMER:  2 Q. Okay. Does that also  3 include a distribution agreement?  4 A. Yes. But that was not my  5 responsibility. That is not my  6 responsibility.  7 Q. Okay. It's a little  8 confusing. You said, yes, but you didn't  9 have responsibility for it.  10 What responsibility did you  11 have for the distribution agreement for  12 this new supplier?  13 A. The new supplier receives a  14 packet from us with instructions on  15 everything that we're going to require in  16 order to be able to do business with  17 them.  18 One of those things is the  19 distribution agreement. However, my team  20 in the operations side of my job doesn't  21 negotiate those agreements. That would  22 be the people in my old role.  23 Q. So what is the actual  24 department that you're a part of in this</p>	<p style="text-align: right;">Page 40</p> <p>1 you're a manager of some individuals  2 under you?  3 A. On the operations role, Kim  4 Hamlin.  5 Q. I think you told us how to  6 spell her name earlier.  7 A. Yes.  8 Q. And what is her title?  9 A. Manager of operations.  10 Q. This position, in terms of  11 operations, is that strictly with regard  12 to new suppliers who are trying to  13 commercialize a new drug product?  14 A. And new items, are the  15 primary --  16 Q. So it could be a situation  17 where a drug company that -- is an  18 existing drug company, but they're  19 launching a new drug; is that right?  20 A. Correct.  21 Q. Okay. What are some  22 controlled substances that you've had the  23 responsibility for in this operations  24 position, either a new supplier who's</p>
<p style="text-align: right;">Page 39</p> <p>1 position of senior director, marketing  2 and operations?  3 A. Strategic global sourcing.  4 Q. And who is the head of  5 strategic global sourcing?  6 A. Akin Odutola.  7 Q. Can you spell that, please?  8 A. O-D-O -- it would be bad if  9 I got this wrong -- T-O -- no.  10 O-D-U-T-O-L-A. Akin, A-K-I-N.  11 Q. And that's the person you  12 report to?  13 A. No, he's the head of  14 strategic global sourcing.  15 Q. Who do you report to?  16 A. Brian Dimaio, D-I-M-A-I-O.  17 Q. And what's his title?  18 A. Senior director of business  19 insights.  20 Q. A moment ago, you were  21 referring to people that worked with you  22 on this operations function you're  23 talking about.  24 Do I take it, then, that</p>	<p style="text-align: right;">Page 41</p> <p>1 commercializing a new product or an  2 existing supplier that is launching a new  3 product?  4 MR. SUDDATH: Objection to  5 form.  6 THE WITNESS: I guess -- I  7 don't know. I can't think of a --  8 a brand new supplier, probably  9 BDSI, Bio -- BioDelivery Services,  10 Inc.  11 BY MR. SIMMER:  12 Q. And they had an opioid  13 product?  14 A. They had a C-II for the  15 treatment of opioid addiction.  16 Q. What was the name of that  17 product?  18 A. Bunavail, B-U-N-A-V-A-I-L.  19 Q. Were there other new  20 suppliers that were launching opioid  21 products where you had responsibility?  22 A. I don't recall.  23 Q. How about Insys?  24 A. Insys.</p>

<p style="text-align: right;">Page 42</p> <p>1 Q. I-N-S-Y-S.</p> <p>2 A. I don't recall if they were</p> <p>3 set up as a new supplier when I was in --</p> <p>4 since I've been in that operations role.</p> <p>5 Q. What about with regard to</p> <p>6 existing drug companies that were</p> <p>7 launching new products, are there any</p> <p>8 opioids that you can think of that you</p> <p>9 had responsibility for with regard to</p> <p>10 operations?</p> <p>11 A. Not that I can think of, no.</p> <p>12 Q. You said the other half of</p> <p>13 your job had to do with marketing; is</p> <p>14 that correct?</p> <p>15 MR. SUDDATH: Objection to</p> <p>16 form.</p> <p>17 THE WITNESS: Educational</p> <p>18 product awareness campaigns,</p> <p>19 correct.</p> <p>20 BY MR. SIMMER:</p> <p>21 Q. And what do you do in that</p> <p>22 position, in terms of educational product</p> <p>23 awareness campaigns?</p> <p>24 A. We present to the</p>	<p style="text-align: right;">Page 44</p> <p>1 message your customers. Let me break</p> <p>2 that down a bit.</p> <p>3 What do you mean by</p> <p>4 "capabilities"?</p> <p>5 A. Types of communication</p> <p>6 vehicles.</p> <p>7 Q. I thought I would get</p> <p>8 clarity when you answered the question</p> <p>9 and now I'm more confused.</p> <p>10 What do you mean by "types</p> <p>11 of communication vehicles"?</p> <p>12 A. It could be e-mail. It</p> <p>13 could be a phone call. It could be a</p> <p>14 direct mail piece.</p> <p>15 Those would be examples of</p> <p>16 types of communication vehicles.</p> <p>17 Q. So are we talking about ways</p> <p>18 that you could communicate, with your</p> <p>19 customers, information about the specific</p> <p>20 drug products?</p> <p>21 A. It would be communicating</p> <p>22 specific messages about certain products.</p> <p>23 Q. What do you mean by</p> <p>24 "specific messages"?</p>
<p style="text-align: right;">Page 43</p> <p>1 manufacturers our capabilities for</p> <p>2 helping message our customers around</p> <p>3 their -- the educational messaging that</p> <p>4 they've -- that they have internally</p> <p>5 approved.</p> <p>6 Q. We'll go through this in a</p> <p>7 minute.</p> <p>8 But these are services that</p> <p>9 AmerisourceBergen sells to drug</p> <p>10 manufacturers; is that right?</p> <p>11 A. That we sell to our</p> <p>12 suppliers, right.</p> <p>13 Q. Okay. So you don't sell</p> <p>14 these to drug manufacturers?</p> <p>15 A. Some of these companies have</p> <p>16 the marketing rights to the products,</p> <p>17 they are not necessarily the</p> <p>18 manufacturer.</p> <p>19 Q. What are some examples of</p> <p>20 some companies that have marketing rights</p> <p>21 but are not necessarily the manufacturer?</p> <p>22 A. I don't recall.</p> <p>23 Q. You also said that you</p> <p>24 present your capabilities for helping</p>	<p style="text-align: right;">Page 45</p> <p>1 A. Well, we wouldn't be just</p> <p>2 talking about the product in general.</p> <p>3 These would be documents that were</p> <p>4 authored by the supplier, and had gone</p> <p>5 through their internal approval process,</p> <p>6 that they want our customers to see that</p> <p>7 educational information.</p> <p>8 Q. You've referred several</p> <p>9 times in your answers to "customers."</p> <p>10 Who do you consider to be</p> <p>11 your customers that you're talking about</p> <p>12 here?</p> <p>13 A. AmerisourceBergen's</p> <p>14 customers?</p> <p>15 Q. Yes, ma'am.</p> <p>16 A. All of the -- I mean,</p> <p>17 there's a lot of customers.</p> <p>18 Chain pharmacy, independent</p> <p>19 pharmacy, hospitals.</p> <p>20 Q. Hospital pharmacies?</p> <p>21 A. Right.</p> <p>22 Q. Good Neighbor Pharmacy,</p> <p>23 that's the network that AmerisourceBergen</p> <p>24 owns, correct?</p>

Page 46

1 A. Yes. They're --  
 2 MR. SUDDATH: Go ahead.  
 3 THE WITNESS: They're  
 4 independent pharmacies, they're  
 5 not owned.  
 6 BY MR. SIMMER:  
 7 Q. But the network itself is  
 8 something that AmerisourceBergen set up  
 9 and is proprietary to it, right?  
 10 A. I don't --  
 11 MR. SUDDATH: Object to the  
 12 form.  
 13 THE WITNESS: And I don't  
 14 work for GNP and I don't work for  
 15 Drug Corp, so I can't really talk  
 16 about GNP.  
 17 BY MR. SIMMER:  
 18 Q. But that's an example of a  
 19 customer that you would be communicating  
 20 with on behalf of these suppliers, right?  
 21 MR. SUDDATH: Objection to  
 22 form.  
 23 THE WITNESS: Could be, but  
 24 not necessarily.

Page 47

1 BY MR. SIMMER:  
 2 Q. So what we're talking about  
 3 here, in terms of the marketing function  
 4 that you have been performing on behalf  
 5 of AmerisourceBergen, when did you start  
 6 doing that?  
 7 MR. SUDDATH: Objection.  
 8 Form.  
 9 THE WITNESS: So I moved  
 10 into that role for working with  
 11 manufacturers on educational and  
 12 product awareness approximately  
 13 four years ago.  
 14 BY MR. SIMMER:  
 15 Q. Is that something the  
 16 company had been doing before you assumed  
 17 that position?  
 18 A. No.  
 19 Q. So this is a new position?  
 20 A. Correct.  
 21 Q. So the company hadn't been  
 22 doing this kind of marketing to suppliers  
 23 before you took this position?  
 24 MR. SUDDATH: Objection to

Page 48

1 form.  
 2 THE WITNESS: The people  
 3 that managed the distribution  
 4 agreements may have done just a  
 5 little, off the side of their  
 6 desk.  
 7 But other wholesalers do the  
 8 product promotion, do the  
 9 educational and product awareness  
 10 campaigns quite robustly. So we  
 11 finally, you know, started that  
 12 position.  
 13 BY MR. SIMMER:  
 14 Q. Let me make sure I  
 15 understand.  
 16 So you say "other  
 17 wholesalers" began doing that.  
 18 Who are you referring to?  
 19 A. I'm sorry, you have to  
 20 repeat the question again.  
 21 Q. You said that "other  
 22 wholesalers" were doing this quite  
 23 robustly.  
 24 Who are you referring to?

Page 49

1 A. Cardinal. Since I worked  
 2 there, I knew they had a department like  
 3 that.  
 4 Q. Who else?  
 5 A. I hadn't worked for any  
 6 other wholesaler, so.  
 7 Q. Just Cardinal, then?  
 8 A. Is the only one that I  
 9 worked for that I know of, yes.  
 10 Q. Do you have P&L  
 11 responsibility for either of these  
 12 functions, either in marketing and/or  
 13 operations?  
 14 A. I do not.  
 15 MR. SUDDATH: Objection to  
 16 form.  
 17 BY MR. SIMMER:  
 18 Q. And I cannot pronounce his  
 19 name again -- but is there P&L  
 20 responsibility for anyone in your  
 21 division for this, either the marketing  
 22 or the operations function?  
 23 MR. SUDDATH: Objection to  
 24 form.

<p style="text-align: right;">Page 50</p> <p>1 THE WITNESS: No, it's not  2 called out as a separate line on  3 the P&amp;L of Akin Odutola.  4 BY MR. SIMMER:  5 Q. So where does the -- for  6 example, the marketing, which is a  7 service, a set of services that are sold  8 to suppliers, where does that show up in  9 the company's profit and loss statements?  10 MR. SUDDATH: Objection to  11 form.  12 THE WITNESS: I have no  13 idea.  14 BY MR. SIMMER:  15 Q. Do you have budget  16 responsibilities?  17 A. No.  18 Q. How much money does the  19 company make, on average, annually in  20 this marketing function you're  21 performing?  22 MR. SUDDATH: Objection to  23 form.  24 THE WITNESS: The revenue of</p>	<p style="text-align: right;">Page 52</p> <p>1 A. I do not know. I don't work  2 on the generic side.  3 - - -  4 (Whereupon,  5 AmerisourceBergen-Weber Exhibit-2,  6 ABDCMDL00319748-753, was marked  7 for identification.)  8 - - -  9 (Whereupon,  10 AmerisourceBergen-Weber Exhibit-3,  11 ABDCMDL00319756-807, was marked  12 for identification.)  13 - - -  14 BY MR. SIMMER:  15 Q. I'm going to hand you two  16 exhibits. The first one that we've  17 marked as Weber Exhibit-2, and the second  18 one as Weber Exhibit-3.  19 And I'll identify them for  20 the record as you review those. The  21 first exhibit is an e-mail, e-mail  22 string, Bates labeled ABDCMDL00319748  23 through 00319753. And the second is a  24 document -- actually, it was attached to</p>
<p style="text-align: right;">Page 51</p> <p>1 that I track in fiscal '18 was  2 about -- close to \$1 million.  3 BY MR. SIMMER:  4 Q. So that's the sum total of  5 every marketing item that ran through  6 your function; is that correct?  7 MR. SUDDATH: Objection to  8 form.  9 THE WITNESS: To the best of  10 my knowledge, that's the number  11 for the educational and product  12 awareness campaigns that my team  13 performed.  14 BY MR. SIMMER:  15 Q. I'm just trying to  16 establish, there's no other person that's  17 doing something similar in that there  18 would be another way that this revenue is  19 coming in, other than what you all are  20 doing.  21 A. For branded manufacturers,  22 that is correct.  23 Q. Is there a similar function  24 for generic manufacturers?</p>	<p style="text-align: right;">Page 53</p> <p>1 this, we're marking as a separate  2 exhibit, ABDCMDL00319756 through 319807.  3 And the e-mail string, I'm  4 only going to use it just for  5 identification purposes to establish the  6 fact the attachment came with it. And  7 I'll show your name in it.  8 So feel free to look at the  9 entire e-mail string, but there's nothing  10 else I'm going to be asking you about in  11 it.  12 So then I'm going to ask you  13 some questions about the attachment, this  14 PowerPoint presentation.  15 A. I'm sorry, you're not going  16 to ask me any questions about the e-mail?  17 Q. No, not really. I just want  18 to point your name out as being someone  19 who -- I guess, you appear at the end of  20 the e-mail string.  21 I just want to establish  22 that this is a document that you would  23 have had access to before.  24 A. Understood.</p>

<p style="text-align: right;">Page 54</p> <p>1 Q. I just want to direct your  2 attention to the e-mail string. This is  3 dated June 4th, 2015 from Rick  4 Alois@bellsouth.net to Kim Hamlin and you,  5 and the subject line is Re Beach product  6 launch.  7 Do you see that?  8 A. Yes.  9 Q. Do you know who Beach is?  10 A. No, I don't.  11 Q. You see in the attachment it  12 says, Zamicet mailer final.  13 Do you know what that's in  14 reference to?  15 A. Just from what I've read  16 from here I do, yeah.  17 Q. What's your understanding,  18 based on what you've read here?  19 A. I don't understand -- I  20 don't know what your question is.  21 Q. I asked you if you  22 understood what the Zamicet mailer final  23 was, and you said you did based on having  24 read this.</p>	<p style="text-align: right;">Page 56</p> <p>1 the various communication campaigns we  2 had for their educational and awareness  3 materials.  4 Q. So when you talked about  5 communications that AmerisourceBergen  6 could do to its customers earlier, is  7 that what you're talking about here, is  8 the communications campaigns?  9 A. Correct.  10 Q. And you see on the front of  11 this, it says, May 2015?  12 A. Yes.  13 Q. In your answer a moment ago,  14 you seemed to indicate that this has  15 changed since then.  16 How has it changed?  17 A. It's just like any document  18 gets tweaked over time, as -- you know,  19 so this particular one no longer  20 separates health systems from retail.  21 Q. These are still services  22 that you offer to suppliers, right?  23 MR. SUDDATH: Objection.  24 Form.</p>
<p style="text-align: right;">Page 55</p> <p>1 So I'm trying to understand  2 what your understanding is.  3 A. I mean, I understand what  4 this e-mail says. I'm not familiar with  5 Zamicet or their mailer.  6 Q. Do you recall having the  7 situation where there was, apparently, a  8 supplier and/or a drug company that was  9 launching a product, Zamicet?  10 A. No, I do not recall.  11 Q. You see also where it says,  12 Final product promotion services, in the  13 attachment line?  14 A. Yes.  15 Q. And if I can direct your  16 attention to the next exhibit.  17 Are you familiar with this  18 PowerPoint slide presentation, product  19 promotion services?  20 A. Yes, I am.  21 Q. And what is this document?  22 A. This is a document that we,  23 at that time, we were presenting to  24 manufacturers as a visual to talk about</p>	<p style="text-align: right;">Page 57</p> <p>1 THE WITNESS: I don't know.  2 I'd have to look at it to see if  3 what we do today is -- for  4 educational campaigns is any  5 different than what's in this  6 document.  7 BY MR. SIMMER:  8 Q. I'm just speaking generally  9 about educational campaigns; the company  10 still offers educational campaigns to  11 suppliers, right?  12 A. Correct.  13 Q. So in the suite of services  14 that are available to suppliers, I take  15 it that's changed over time?  16 A. Yes.  17 Q. There's some services that  18 you've added to the suite of services  19 that you offer to suppliers?  20 A. Yes.  21 Q. And some that you don't  22 offer any longer, right?  23 A. Yes.  24 Q. But the basic concept is,</p>

<p style="text-align: right;">Page 58</p> <p>1 you're still offering these educational  2 services on behalf of suppliers, right?  3 MR. SUDDATH: Objection.  4 Form.  5 THE WITNESS: We offer the  6 manufacturers the opportunity to  7 reach our customers, with their  8 educational materials, through  9 these different kind of campaigns,  10 yes.  11 BY MR. SIMMER:  12 Q. So let me make sure I  13 understand the educational campaign  14 services that AmerisourceBergen offers.  15 Who controls the content  16 that's provided to your customers?  17 A. The manufacturer. The  18 supplier.  19 Q. You answered two different  20 things. I thought you had corrected me  21 earlier and said that it had to be the  22 supplier.  23 So can you clarify your  24 answer this time?</p>	<p style="text-align: right;">Page 60</p> <p>1 And you have an  2 understanding of what this means, right?  3 A. Yes.  4 Q. Did you have a hand in  5 preparing this presentation?  6 A. Yes.  7 Q. You were head of the  8 department that does this work, right?  9 MR. SUDDATH: Objection to  10 form.  11 THE WITNESS: We would have  12 put this together, but we would  13 have not been the final approvers  14 of it.  15 BY MR. SIMMER:  16 Q. I'm just trying to  17 understand that this language is language  18 you're familiar with, right?  19 A. Yes.  20 Q. What do you mean by "product  21 awareness"?  22 A. It's meant to be a general  23 statement of product awareness, what --  24 depending on what -- depending on what</p>
<p style="text-align: right;">Page 59</p> <p>1 Is it the manufacturer that  2 controls the content or is it the  3 supplier?  4 A. It's the supplier.  5 Q. And in some instances, they  6 are the same entity, right?  7 A. Correct.  8 Q. Some instances not, because  9 I think you said that there are companies  10 that have the marketing rights that are  11 not necessarily the supplier, right --  12 not necessarily the manufacturer, right?  13 A. Correct.  14 Q. So in the second slide of  15 this presentation, I'm talking Bates  16 ending 319757, do you see where you say  17 here, Increase product awareness and  18 engagement through effective marketing  19 programs that leverage our knowledge,  20 reach and partnership?  21 Do you see that?  22 A. Yes.  23 Q. I want to make sure I  24 understand what the meaning of this is.</p>	<p style="text-align: right;">Page 61</p> <p>1 the goal of the manufacturer was,  2 clinical, or whatever.  3 Q. You're not saying there that  4 AmerisourceBergen actually is the one --  5 is the author of that particular piece in  6 terms of bringing awareness to a product,  7 right?  8 MR. SUDDATH: Objection to  9 form.  10 THE WITNESS: The material  11 is authored by the supplier, not  12 by AmerisourceBergen.  13 BY MR. SIMMER:  14 Q. What do you mean by  15 "engagement"?  16 MR. SUDDATH: Objection to  17 form.  18 THE WITNESS: I don't know.  19 I mean -- no, I don't really know  20 what that means.  21 I'd have to think about  22 that. It's a marketing fluffy  23 word.  24 BY MR. SIMMER:</p>

<p style="text-align: right;">Page 62</p> <p>1 Q. Sounds good, though?</p> <p>2 A. It does.</p> <p>3 Q. What do you mean by</p> <p>4 "effective marketing program"?</p> <p>5 MR. SUDDATH: Objection to</p> <p>6 form.</p> <p>7 THE WITNESS: This would</p> <p>8 mean that if we say we're going to</p> <p>9 accomplish something, you know,</p> <p>10 reach a certain number of people,</p> <p>11 that we actually can reach that</p> <p>12 number.</p> <p>13 BY MR. SIMMER:</p> <p>14 Q. You go on to say that,</p> <p>15 Leverage our knowledge, reach and</p> <p>16 partnership.</p> <p>17 What do you mean by that?</p> <p>18 A. I don't --</p> <p>19 MR. SUDDATH: Objection to</p> <p>20 form.</p> <p>21 THE WITNESS: I don't know,</p> <p>22 because that's not -- those aren't</p> <p>23 my words. That's an</p> <p>24 AmerisourceBergen slogan. So --</p>	<p style="text-align: right;">Page 64</p> <p>1 talking about, what does</p> <p>2 AmerisourceBergen do to ensure that the</p> <p>3 manufacturer's advertisements meet FDA</p> <p>4 marketing requirements?</p> <p>5 MR. SUDDATH: Objection to</p> <p>6 form.</p> <p>7 THE WITNESS:</p> <p>8 AmerisourceBergen doesn't have FDA</p> <p>9 marketing requirements. The</p> <p>10 material comes from the</p> <p>11 manufacturer, from the supplier.</p> <p>12 BY MR. SIMMER:</p> <p>13 Q. That wasn't my question.</p> <p>14 I asked what</p> <p>15 AmerisourceBergen does to make sure that</p> <p>16 the marketing materials that you are</p> <p>17 handing on to your customers have met FDA</p> <p>18 marketing requirements?</p> <p>19 MR. SUDDATH: Objection to</p> <p>20 form.</p> <p>21 THE WITNESS: I have no</p> <p>22 knowledge about FDA marketing</p> <p>23 requirements, so I can't answer</p> <p>24 that.</p>
<p style="text-align: right;">Page 63</p> <p>1 BY MR. SIMMER:</p> <p>2 Q. AmerisourceBergen has a</p> <p>3 slogan that's like that?</p> <p>4 A. Well, I shouldn't say</p> <p>5 slogan.</p> <p>6 That language came from</p> <p>7 corporate marketing. So I can't speak to</p> <p>8 what is meant by that.</p> <p>9 Q. So there's no implication</p> <p>10 intended here that AmerisourceBergen is</p> <p>11 in any way bringing its knowledge, reach</p> <p>12 and partnership to change the substance</p> <p>13 of these marketing communications, is</p> <p>14 there?</p> <p>15 MR. SUDDATH: Objection to</p> <p>16 form.</p> <p>17 THE WITNESS: We don't</p> <p>18 change the substance of a</p> <p>19 supplier's -- no, we don't -- we</p> <p>20 don't touch the content. That has</p> <p>21 to be from the supplier.</p> <p>22 BY MR. SIMMER:</p> <p>23 Q. In the course of doing these</p> <p>24 marketing campaigns that you've been</p>	<p style="text-align: right;">Page 65</p> <p>1 BY MR. SIMMER:</p> <p>2 Q. Do you do -- do you have a</p> <p>3 hand in the negotiation of the services</p> <p>4 agreements that the company enters into</p> <p>5 with the suppliers for these services?</p> <p>6 A. For these services?</p> <p>7 Q. Yes, ma'am.</p> <p>8 A. Yes.</p> <p>9 Q. What is your role in the</p> <p>10 preparation of those service agreements?</p> <p>11 A. Currently, it's an oversight</p> <p>12 role. I have a manager that creates the</p> <p>13 document.</p> <p>14 Q. Who is that?</p> <p>15 A. Sheila Rizzo.</p> <p>16 Q. Do you know whether the</p> <p>17 marketing materials that</p> <p>18 AmerisourceBergen is communicating to its</p> <p>19 customers have been submitted to the FDA</p> <p>20 for review and approval?</p> <p>21 MR. SUDDATH: Objection to</p> <p>22 form.</p> <p>23 THE WITNESS: I would not</p> <p>24 know that.</p>

Page 66

1 BY MR. SIMMER:  
2 Q. Do you know whether  
3 AmerisourceBergen offered these marketing  
4 programs for controlled substances?  
5 MR. SUDDATH: Objection to  
6 form.  
7 THE WITNESS: I'm sorry, ask  
8 me again. I -- I zoned out for a  
9 second.  
10 BY MR. SIMMER:  
11 Q. See, when he objects it  
12 throws you off, doesn't it?  
13 MR. SUDDATH: Just trying to  
14 make sure the record is accurate.  
15 MR. SIMMER: Trying to throw  
16 me off is what he's trying to do.  
17 BY MR. SIMMER:  
18 Q. Do you know whether  
19 AmerisourceBergen offered these marketing  
20 programs for controlled substances?  
21 MR. SUDDATH: Objection to  
22 form.  
23 THE WITNESS: No, I don't.  
24 I couldn't say they were

Page 67

1 specifically offered to them.  
2 BY MR. SIMMER:  
3 Q. So when you enter into one  
4 of these services agreements with a  
5 supplier, does the supplier come in and  
6 train your team about how they want to  
7 promote their products?  
8 MR. SUDDATH: Objection to  
9 form.  
10 THE WITNESS: No.  
11 BY MR. SIMMER:  
12 Q. Why don't you talk to us  
13 about the kinds of services that are  
14 offered in these agreements?  
15 A. E-mail, for example.  
16 What do you --  
17 Q. Beyond e-mail, what other  
18 services do you offer to the suppliers?  
19 A. Banner ads, telesales,  
20 direct mail, special delivery, invoice  
21 messaging, a couple of hardcopy  
22 publications.  
23 I think I got them all.  
24 MR. SUDDATH: Mr. Simmer, if

Page 68

1 you're -- is this a good time for  
2 a break?  
3 MR. SIMMER: We'll take a  
4 break.  
5 VIDEO TECHNICIAN: Off the  
6 record. 3:39 p.m.  
7 - - -  
8 (Whereupon, a brief recess  
9 was taken.)  
10 - - -  
11 VIDEO TECHNICIAN: We're  
12 back on the record at 3:58 p.m.  
13 BY MR. SIMMER:  
14 Q. Ma'am, can I ask you to just  
15 take a look at some of the slides in this  
16 presentation?  
17 Could you look at the slide  
18 that says, Direct mail? And it's 319777.  
19 A. Okay.  
20 Q. We're on the same page?  
21 A. Yep.  
22 Q. I think this talks about a  
23 direct mail campaign that you would offer  
24 to suppliers, right?

Page 69

1 A. Correct.  
2 Q. So over on the right-hand it  
3 talks about value delivered; is that  
4 right?  
5 A. I see that.  
6 Q. And it says that -- and you  
7 can help me understand this, that first  
8 bullet, Over [REDACTED] active unique health  
9 systems accounts.  
10 What's that referring to?  
11 A. Hospitals.  
12 Q. Are those hospitals that  
13 AmerisourceBergen has as customers that  
14 it can contact on behalf of suppliers?  
15 A. Correct.  
16 Q. And it says, [REDACTED] active  
17 retail accounts.  
18 What's that in reference to?  
19 A. Retail accounts that  
20 AmerisourceBergen does business with.  
21 Q. And it involves [REDACTED]  
22 physician practice locations, correct?  
23 A. Correct.  
24 Q. Look at the -- two slides

Page 70

1 later, 319779.  
2 This has to do with e-mail  
3 blasts.  
4 Do you see that?  
5 A. Yes.  
6 Q. And over on the value  
7 delivered portion of this, do you see  
8 where that first bullet, it says, Over  
9 [REDACTED] active pharmacy e-mails and  
10 contacts?  
11 A. Yes.  
12 Q. What's that in reference to?  
13 A. The e-mail addresses that we  
14 have that we are able to send e-mails to  
15 those. They have not opted out.  
16 Q. And where it says, 8,896  
17 physician practices, what's that in  
18 reference to?  
19 A. That would be a number that  
20 we would have gotten from a business unit  
21 that distributes to physician practices.  
22 So I don't really know what that  
23 references.  
24 Q. Am I right, though, that it

Page 71

1 indicates how many physician practices  
2 that you're representing to suppliers  
3 that you have access to through your --  
4 through your e-mail blast, right?  
5 MR. SUDDATH: Objection to  
6 form.  
7 THE WITNESS: I don't know,  
8 because that number was just given  
9 to us.  
10 BY MR. SIMMER:  
11 Q. Okay. Where it says, at the  
12 last bullet, Average open rate of 14  
13 percent, what's that mean?  
14 MR. SUDDATH: Objection to  
15 form.  
16 THE WITNESS: So an open  
17 rate on an e-mail is -- refers to  
18 if the e-mail is opened by the  
19 recipient.  
20 BY MR. SIMMER:  
21 Q. So you're representing to a  
22 potential supplier -- or, excuse me --  
23 strike that.  
24 You're representing to a

Page 72

1 supplier that you have an average e-mail  
2 open rate of 14 percent, right?  
3 MR. SUDDATH: Objection to  
4 form.  
5 THE WITNESS: Correct.  
6 BY MR. SIMMER:  
7 Q. Okay. Look two slides  
8 later, the slide ending 319781, Call  
9 campaign case study.  
10 Do you see that?  
11 A. I do.  
12 Q. And if I understand what's  
13 on this page, it is talking about a  
14 particular call campaign that you  
15 undertook for a supplier, right?  
16 MR. SUDDATH: Objection to  
17 form.  
18 THE WITNESS: I didn't do  
19 the call campaign, so I don't know  
20 anything about it other than what  
21 it says here.  
22 BY MR. SIMMER:  
23 Q. But that's what the slide  
24 says, right?

Page 73

1 A. That's what it says.  
2 Q. And it says, Product launch  
3 support in retail.  
4 What is that referring to?  
5 MR. SUDDATH: Objection to  
6 form.  
7 THE WITNESS: It would refer  
8 to a product that was new to the  
9 market, that was distributed to  
10 retail pharmacies for their  
11 patients.  
12 BY MR. SIMMER:  
13 Q. Okay. Do you know what  
14 particular product this is in reference  
15 to?  
16 A. I do not.  
17 Q. When it says, under  
18 objective, Increase product awareness and  
19 take orders prior to new product launch,  
20 those are the two objectives for this  
21 particular campaign; is that right?  
22 MR. SUDDATH: Objection to  
23 form.  
24 THE WITNESS: Again, I

Page 74

1 didn't write this or do this  
2 campaign. So I do not know, other  
3 than I can read what it says.  
4 BY MR. SIMMER:  
5 Q. That's all you know, what it  
6 says here, nothing beyond that?  
7 A. Nothing beyond that.  
8 Q. You would agree with me,  
9 though, when it says, over in the  
10 right-hand side, \$2 million preorder  
11 sales generated in 17 days, in big print,  
12 that's representing that your call  
13 campaign had a hand in \$2 million of  
14 preordered sales, right?  
15 MR. SUDDATH: Objection to  
16 form.  
17 THE WITNESS: I don't know  
18 the accuracy of that. I don't  
19 know anything about it.  
20 BY MR. SIMMER:  
21 Q. Who prepared that slide?  
22 A. I do not know.  
23 Q. But this is something that  
24 you and the folks working for you send to

Page 75

1 prospective supplier customers, right?  
2 A. Correct -- no, not  
3 customers.  
4 Q. Strike that.  
5 Suppliers that you're trying  
6 to sell these services to, right?  
7 A. Correct.  
8 Q. You're not telling them  
9 things that are false, are you?  
10 A. No.  
11 Q. So that's represented to be  
12 a true statement, right?  
13 MR. SUDDATH: Objection to  
14 form.  
15 THE WITNESS: I don't know.  
16 I didn't do the campaign, and I  
17 didn't put these words here. So I  
18 would hope that it represents  
19 truth, but I don't know.  
20 BY MR. SIMMER:  
21 Q. But it is your department  
22 that sends this slide deck out to  
23 suppliers and -- representing the kind of  
24 services that you offer, right?

Page 76

1 MR. SUDDATH: Objection to  
2 form.  
3 THE WITNESS: We use this  
4 deck, yes.  
5 BY MR. SIMMER:  
6 Q. Turn to the section of the  
7 slide deck, it's two pages back, where it  
8 says, Good Neighbor Pharmacy. I'm just  
9 looking at that slide.  
10 A. Yes.  
11 Q. I think, and I just want to  
12 get a clear record, you understand what a  
13 Good Neighbor Pharmacy is, right?  
14 A. I do.  
15 Q. You don't work for them, I  
16 think that's what you represented  
17 earlier, right?  
18 A. Correct.  
19 Q. But you have a familiarity  
20 with what it is, right?  
21 A. A familiarity, yes.  
22 Q. So this section of your  
23 slide presentation about your services,  
24 your marketing services you're offering

Page 77

1 to suppliers, is talking about  
2 Amerisource's ability to get in contact  
3 with Good Neighbor Pharmacies, right?  
4 MR. SUDDATH: Objection to  
5 form.  
6 THE WITNESS: No, I don't --  
7 no, I wouldn't say it's talking  
8 about getting in contact with Good  
9 Neighbor Pharmacy. No.  
10 BY MR. SIMMER:  
11 Q. What is this section saying,  
12 then?  
13 A. It's educating the  
14 manufacturer on why it might be important  
15 to include Good Neighbor Pharmacy in  
16 their educational and awareness  
17 campaigns.  
18 We're trying to show how  
19 large they are, how, you know, strong.  
20 Q. Turn two slides later,  
21 319786, where it says, Who is Good  
22 Neighbor Pharmacy?  
23 Do you see that?  
24 A. Yes.

Page 78

1 Q. Right below that, do you see  
2 where it says, Good Neighbor Pharmacy is  
3 one of the largest networks of  
4 independent pharmacies and sixth-largest  
5 retail pharmacy chain in the U.S.  
6 Do you see that?  
7 A. Uh-huh.  
8 Q. Is that a correct statement?  
9 A. I don't know.  
10 Q. Well, you don't mean it to  
11 be incorrect, right?  
12 MR. SUDDATH: Objection to  
13 form.  
14 THE WITNESS: I don't mean  
15 it to be incorrect.  
16 BY MR. SIMMER:  
17 Q. When you send this slide  
18 deck to a potential supplier, customer of  
19 this service, you mean for this  
20 information to be accurate, don't you?  
21 MR. SUDDATH: Objection to  
22 form.  
23 THE WITNESS: At the point  
24 in time where this was put

Page 79

1 together by Good Neighbor  
2 Pharmacy, I would assume that it  
3 would be correct.  
4 BY MR. SIMMER:  
5 Q. And do you see where it  
6 says, in that first bullet, Over 3,100  
7 members in the U.S., including Alaska,  
8 Hawaii, Guam, Puerto Rico and the U.S.  
9 Virgin Islands?  
10 A. I see that.  
11 Q. So that's representing what?  
12 MR. SUDDATH: Objection to  
13 form.  
14 THE WITNESS: I don't know.  
15 I didn't author this. This came  
16 from Good Neighbor Pharmacy.  
17 BY MR. SIMMER:  
18 Q. Have you ever given this  
19 presentation to a customer -- strike  
20 that.  
21 Have you ever given this  
22 presentation to a supplier?  
23 A. Yes.  
24 Q. When you get to that slide,

Page 80

1 you just repeat the information and don't  
2 have any idea what it means?  
3 MR. SUDDATH: Objection to  
4 form.  
5 THE WITNESS: I give the  
6 presentation.  
7 BY MR. SIMMER:  
8 Q. But you don't know what it  
9 means?  
10 A. I don't understand the  
11 question, that I don't know what it  
12 means.  
13 I mean, I know what the  
14 words mean. I don't understand what  
15 you're asking.  
16 Q. When it says, Over 3,100  
17 members, what does that mean?  
18 A. There are 3,100 independent  
19 pharmacies that have the signage Good  
20 Neighbor Pharmacy, and whatever else is  
21 involved.  
22 I don't know what else is  
23 involved, because I'm not part of Good  
24 Neighbor Pharmacy.

Page 81

1 Q. And you understand that  
2 AmerisourceBergen's subsidiary is the  
3 owner of Good Neighbor Pharmacy network,  
4 right?  
5 MR. SUDDATH: Objection to  
6 form.  
7 THE WITNESS: No, I don't  
8 know.  
9 BY MR. SIMMER:  
10 Q. You don't have any idea what  
11 the relationship between  
12 AmerisourceBergen and Good Neighbor  
13 Pharmacy is?  
14 A. AmerisourceBergen  
15 Corporation?  
16 Q. Yes, sir -- yes, ma'am.  
17 A. I don't know what the  
18 legal -- I don't know legally how it's  
19 structured, no.  
20 Q. What's your understanding,  
21 legal or not, of the relationship between  
22 AmerisourceBergen and Good Neighbor  
23 Pharmacy?  
24 A. I'm not from the Good

<p style="text-align: right;">Page 82</p> <p>1 Neighbor Pharmacy area. Good Neighbor 2 Pharmacy is a banner under which 3 independents can stay independent 4 retailers and have some synergies. 5 Q. Look at the next page, Bates 6 ending 319787, where it says, Where is 7 Good Neighbor Pharmacy? 8 Do you see that? 9 A. Yes. 10 Q. What is this representing? 11 MR. SUDDATH: Objection to 12 form. 13 THE WITNESS: When it was 14 given to us for the deck, it was 15 to represent how many Good 16 Neighbor Pharmacy banner stores 17 were in each state. 18 BY MR. SIMMER: 19 Q. And do you see where in Ohio 20 it says, 131? 21 A. I see 131. And I think I 22 know that's the state of Ohio, so -- 23 Q. And what's your 24 understanding that's representing?</p>	<p style="text-align: right;">Page 84</p> <p>1 services that were delivered? 2 MR. SUDDATH: Objection to 3 form. 4 THE WITNESS: I don't 5 understand the question. 6 BY MR. SIMMER: 7 Q. The value of the services 8 that were delivered? 9 MR. SUDDATH: Objection to 10 form. 11 THE WITNESS: No. 12 BY MR. SIMMER: 13 Q. What's it mean by "value," 14 then? 15 MR. SUDDATH: Objection to 16 form. 17 THE WITNESS: If the 18 manufacturer is trying to reach 19 stores with their educational 20 information, the value of focusing 21 on Good Neighbor Pharmacy could 22 be, you know, that we have this 23 capability. 24 But it's not a -- it's not a</p>
<p style="text-align: right;">Page 83</p> <p>1 A. That there are -- my 2 understanding is this represents there 3 are 131 accounts, stores, independent 4 pharmacies, that have a Good Neighbor 5 Pharmacy banner. 6 Q. Look two slides later, Bates 7 ending 319790. 8 The slide is the -- the 9 heading says, Good Neighbor Pharmacy 10 direct mail. 11 Do you see where it says, 12 Value delivered? 13 A. Yes. 14 Q. When the deck says "value 15 delivered," what does that mean? 16 MR. SUDDATH: Objection to 17 form. 18 THE WITNESS: It's a clever 19 heading to call to the attention 20 of the manufacturer that this is 21 the scope of this particular 22 marketing campaign. 23 BY MR. SIMMER: 24 Q. Isn't it the value of the</p>	<p style="text-align: right;">Page 85</p> <p>1 monetary value or, you know, that 2 kind of value. 3 BY MR. SIMMER: 4 Q. Then there's a section in 5 the slide deck, beginning 319794, about 6 physicians and clinics. 7 What's your understanding is 8 included in that section of the slide 9 deck? 10 A. So this section of the slide 11 deck was not authored by my group at all. 12 It was -- this comes from another 13 business unit that distributes to 14 physicians and clinics. 15 So we didn't -- this is not 16 authored by my team. 17 Q. But this is a presentation, 18 you said a moment ago, that you have 19 actually given, right? 20 A. Yes. 21 And if you notice, this is 22 broken up into three sections; retail, 23 health systems, physicians and clinics. 24 And 99 percent of the time, we did not</p>

Page 86

1 present this section.  
2 Q. Who presents it?  
3 A. The information comes from  
4 another business unit, and I -- I've not  
5 seen them present it. But we got it from  
6 another business unit.  
7 Q. But this is a presentation  
8 that you've sent on to suppliers, right?  
9 MR. SUDDATH: Objection to  
10 form.  
11 THE WITNESS: It's a section  
12 of our presentation that has gone  
13 to manufacturer --  
14 BY MR. SIMMER:  
15 Q. You're just --  
16 A. -- suppliers, correct.  
17 Q. You're just saying that --  
18 I'm sorry, did I interrupt you?  
19 A. No.  
20 Q. You're just saying that this  
21 section of the presentation you didn't  
22 actually present, you just hand the  
23 presentation, the entire presentation on,  
24 but some sections you had nothing to do

Page 87

1 with; do I have it right?  
2 A. So, generally, the  
3 presentations are given, not just sent  
4 on.  
5 And what I'm saying is we  
6 don't present this section very often,  
7 because this is covered by a different  
8 business unit.  
9 Q. So if I were to ask you, for  
10 example, on Slide 319795, about this  
11 direct mail where it says that it has a  
12 reach of [REDACTED] physician customer  
13 practice locations, do you know what  
14 that's in reference to?  
15 MR. SUDDATH: Objection to  
16 form.  
17 THE WITNESS: No.  
18 BY MR. SIMMER:  
19 Q. Do you know what a CSRA  
20 stands for?  
21 A. Yes.  
22 Q. What's it stand for?  
23 A. Corporate security and  
24 regulatory affairs.

Page 88

1 Q. Did you work with CSRA to  
2 review or approve the manufacture --  
3 strike that.  
4 Did you work with CSRA to  
5 review or approve the supplier materials  
6 that you sent on to your customers?  
7 MR. SUDDATH: Objection to  
8 form.  
9 THE WITNESS: No. Me and my  
10 team did not specifically work  
11 with CSRA.  
12 I don't know how else  
13 they -- I don't know if they were  
14 involved some other way, but I  
15 didn't.  
16 BY MR. SIMMER:  
17 Q. Am I right that at various  
18 times you had a role in manufacturer  
19 advisory boards?  
20 MR. SUDDATH: Object to the  
21 form.  
22 THE WITNESS: I have  
23 participated in a handful of  
24 manufacturer advisory boards --

Page 89

1 BY MR. SIMMER:  
2 Q. So is the answer --  
3 A. -- in my career.  
4 Q. -- to my question, yes?  
5 A. In my career, yes.  
6 Q. And what are the  
7 manufacturer advisory boards?  
8 A. There's none that take place  
9 now, to my knowledge.  
10 But they were where the  
11 manufacturer would bring people in from  
12 the industry, across their customers, be  
13 it wholesalers or retailers, to get  
14 feedback from them.  
15 Q. Feedback about what?  
16 A. An example would be a  
17 product that was being launched, and  
18 feedback was, what if we use this bottle  
19 size? What if we use this bottle  
20 configuration? Does it work well within  
21 your automation in your warehouse?  
22 You know, those kind of  
23 things.  
24 Q. I'll hand you what we marked

Page 90

1 as Weber Exhibit-4.  
 2 - - -  
 3 (Whereupon,  
 4 AmerisourceBergen-Weber Exhibit-4,  
 5 Insys-MDL-007726258-259, was  
 6 marked for identification.)  
 7 - - -  
 8 BY MR. SIMMER:  
 9 Q. I'll have you -- or identify  
 10 that in a moment. But I'll identify it  
 11 for the record as an e-mail string, Bates  
 12 ending -- Insys-MDL-007726258 through  
 13 007726259.  
 14 MR. SUDDATH: Excuse me, Mr.  
 15 Simmer, do you have an attachment  
 16 to this?  
 17 MR. SIMMER: I'm going to  
 18 hand it out as an exhibit in just  
 19 a moment.  
 20 MR. SUDDATH: Okay. Got it.  
 21 Thank you.  
 22 BY MR. SIMMER:  
 23 Q. Do you see that this is an  
 24 e-mail from Dina Gabriele at

Page 91

1 AmerisourceBergen, dated August 7,  
 2 2012 --  
 3 A. Yes.  
 4 Q. -- to a group of  
 5 individuals?  
 6 Would those have been the  
 7 manufacturer advisory board participants  
 8 in the "to" line?  
 9 A. Yes.  
 10 Q. Can you tell from this what  
 11 companies were in attendance at this  
 12 manufacturer advisory board?  
 13 A. Yes.  
 14 Q. Can you just tell --  
 15 identify, for the record, which companies  
 16 are included here?  
 17 A. Upsher-Smith. I'm not sure  
 18 where Brandon was at the time, Metysis,  
 19 probably. Bayer. I don't know about  
 20 Loven. Takeda. Boehringer Ingelheim.  
 21 Novo Nordisk. Merck. AstraZeneca.  
 22 Pfizer. AbbVie. Esai. Bausch and Lomb.  
 23 J&J. I'm not sure about Walt.  
 24 Q. It appears Insys was one of

Page 92

1 the attendees as well, right?  
 2 A. I don't know at that point  
 3 in time if Dion worked for -- which  
 4 company he worked for.  
 5 Q. But Dion, at one point,  
 6 worked for Insys, right?  
 7 A. Yes.  
 8 Q. And it says, Subject, MAB  
 9 agenda/topics.  
 10 What does "MAB" stand for?  
 11 A. Manufacturer advisory board.  
 12 Q. You see on the "cc" line a  
 13 group of individuals.  
 14 Who are those?  
 15 A. They are all -- were  
 16 AmerisourceBergen employees.  
 17 Q. So Michael Kody is an  
 18 AmerisourceBergen employee, correct?  
 19 A. Former.  
 20 Q. Melissa Lattanzi?  
 21 A. Current.  
 22 Q. Akin Odutola?  
 23 A. Current.  
 24 Q. Jack Callahan?

Page 93

1 A. Current.  
 2 Q. Michael Cristinzio?  
 3 A. Former.  
 4 Q. Elizabeth McMahon?  
 5 A. Current.  
 6 Q. And Dina Gabriele?  
 7 A. Current.  
 8 Q. So that appears to be the  
 9 individuals from AmerisourceBergen that  
 10 had some role in the manufacturer  
 11 advisory board, correct?  
 12 MR. SUDDATH: Objection to  
 13 form.  
 14 THE WITNESS: No, not  
 15 necessarily a role. Most of us  
 16 were simply attendees.  
 17 BY MR. SIMMER:  
 18 Q. By "role" I mean that either  
 19 were presenters and/or simply attending.  
 20 A. Yes.  
 21 Q. Do you see in the first  
 22 paragraph in Ms. Gabriele's e-mail she  
 23 says, Please find attached a draft of the  
 24 agenda and topics we plan to discuss.

<p style="text-align: right;">Page 94</p> <p>1 This year, the structure of the meeting          2 will be slightly different. There will          3 be three discussion topics: Managed          4 provider networks, pathway to          5 pharmaceutical tracking, and data --          6 strike that -- pathway to pharmaceutical          7 tracking, and data for strategic          8 decisions.          9 Do you see that?          10 A. Yes.          11 - - -          12 (Whereupon,          13 AmerisourceBergen-Weber Exhibit-5,          14 Insys-MDL-007726260, was marked          15 for identification.)          16 - - -          17 BY MR. SIMMER:          18 Q. I'll hand you what we marked          19 as Weber Exhibit-5. I'll identify it for          20 the record as Insys-MDL-007726260          21 through -- I guess this was produced          22 natively, so they just put the Bates          23 number on the first page only.          24 Did you have an opportunity</p>	<p style="text-align: right;">Page 96</p> <p>1 Q. Can I direct your attention          2 to the slide, MAB Topic 1, managed          3 provider networks?          4 Do you see where it says,          5 Preparation questions?          6 A. Yes.          7 Q. The first bullet right below          8 that, do you see where it says, and I'll          9 quote, How can manufacturers partner with          10 providers to facilitate patient          11 compliance?          12 Do you see that?          13 A. I see that.          14 Q. What's your understanding          15 that's saying?          16 A. I have no idea.          17 Q. So when we're talking about          18 manufacturers, those are the -- that's          19 asking those in attendance, the          20 manufacturer representatives, is it not,          21 what their views are about how they can          22 partner -- and what is meant by          23 "partner," do you have any clue?          24 MR. SUDDATH: Objection to</p>
<p style="text-align: right;">Page 95</p> <p>1 to review this document?          2 A. Yes.          3 Q. Do you have an idea of what          4 this is?          5 A. I didn't recall it.          6 Q. But this is the manufacturer          7 advisory board that you were in          8 attendance at?          9 A. Correct.          10 Q. And it looks like this was          11 distributed in advance of this          12 manufacturer advisory board, correct?          13 A. It looks that way to me,          14 too.          15 Q. And, again, the purpose of          16 the manufacturer advisory board is to do          17 what?          18 MR. SUDDATH: Objection to          19 form.          20 THE WITNESS: To ask          21 manufacturers' opinions about          22 industry issues that impact both          23 of us.          24 BY MR. SIMMER:</p>	<p style="text-align: right;">Page 97</p> <p>1 form.          2 THE WITNESS: I wouldn't          3 know.          4 BY MR. SIMMER:          5 Q. And when it references          6 "providers," do you know what that is in          7 reference to?          8 MR. SUDDATH: Objection to          9 form.          10 THE WITNESS: I don't know          11 what this question refers to.          12 BY MR. SIMMER:          13 Q. Okay. I'll direct your          14 attention to the last slide in the deck,          15 MAB Topic 3: Data for strategic          16 decisions.          17 A. Okay.          18 Q. And it has a series of trade          19 questions, all of them having to do with          20 data.          21 What's your understanding          22 is -- that AmerisourceBergen is doing          23 asking these drug companies about data?          24 MR. SUDDATH: Objection to</p>

<p style="text-align: right;">Page 98</p> <p>1 form.</p> <p>2 THE WITNESS: There's</p> <p>3 data -- certain data is</p> <p>4 contractually, we're contractually</p> <p>5 required to share with the</p> <p>6 manufacturer about their own</p> <p>7 company's inventory position in</p> <p>8 our distribution centers, right.</p> <p>9 And that sort of data, that's</p> <p>10 what's referred to in the 852/867.</p> <p>11 So we are just asking, if</p> <p>12 they had a wish list of what I</p> <p>13 really want to see, you know, is</p> <p>14 there something more that they</p> <p>15 would want that data to provide</p> <p>16 them, in the context of what it is</p> <p>17 today, right?</p> <p>18 It's just, today, it's, I</p> <p>19 sold 300 bottles and now I have 30</p> <p>20 left on the shelf.</p> <p>21 - - -</p> <p>22 (Whereupon,</p> <p>23 AmerisourceBergen-Weber Exhibit-6,</p> <p>24 Insys-MDL-007754340-343, was</p>	<p style="text-align: right;">Page 100</p> <p>1 A. Yes. The structure is not</p> <p>2 called the manufacturer advisory board.</p> <p>3 Q. I don't follow your answer.</p> <p>4 You say the structure is</p> <p>5 not called --</p> <p>6 A. So the name is not</p> <p>7 manufacturer advisory board. That the</p> <p>8 manufacturer advisory board doesn't</p> <p>9 exist.</p> <p>10 Q. So is there something else</p> <p>11 that is being held instead of the</p> <p>12 manufacturer advisory board that goes by</p> <p>13 a different name?</p> <p>14 MR. SUDDATH: Objection to</p> <p>15 form.</p> <p>16 THE WITNESS: It's -- there</p> <p>17 is -- there are manufacturer</p> <p>18 meetings. But they are not the</p> <p>19 manufacturer advisory board. So</p> <p>20 there are manufacturer-facing</p> <p>21 groups, meetings with those types</p> <p>22 of people, but at a higher level</p> <p>23 than the people that are on this</p> <p>24 e-mail, called manufacturer</p>
<p style="text-align: right;">Page 99</p> <p>1 marked for identification.)</p> <p>2 - - -</p> <p>3 BY MR. SIMMER:</p> <p>4 Q. I'll hand you what we've</p> <p>5 marked as Weber Exhibit-6. I'll identify</p> <p>6 it for the record as Insys-MDL-007754340</p> <p>7 through 007754343.</p> <p>8 A. Just so I understand what</p> <p>9 I'm looking at here, not all the</p> <p>10 attachments are included?</p> <p>11 Q. I'm giving you what was</p> <p>12 produced to us. So this is the way it</p> <p>13 came to us.</p> <p>14 Let me ask you some</p> <p>15 questions about this.</p> <p>16 Before I forget, the e-mail</p> <p>17 two exhibits ago seemed to indicate that</p> <p>18 these manufacturer advisory boards were</p> <p>19 held annually; is that correct?</p> <p>20 A. At a point in time, yes,</p> <p>21 they were held annually.</p> <p>22 Q. So there came a time when</p> <p>23 the manufacturer advisory boards were</p> <p>24 stopped; is that correct?</p>	<p style="text-align: right;">Page 101</p> <p>1 planning council.</p> <p>2 BY MR. SIMMER:</p> <p>3 Q. And those are meetings that</p> <p>4 AmerisourceBergen holds with</p> <p>5 manufacturers, correct?</p> <p>6 A. Correct.</p> <p>7 THE WITNESS: Sorry, my mic</p> <p>8 came off.</p> <p>9 BY MR. SIMMER:</p> <p>10 Q. Now, is it the case that</p> <p>11 those manufacturer planning council</p> <p>12 meetings took the place of the</p> <p>13 manufacturer advisory boards?</p> <p>14 A. I guess you could say they</p> <p>15 took the place. But they are not -- to</p> <p>16 my knowledge, they are not the same</p> <p>17 meetings.</p> <p>18 I don't attend the</p> <p>19 manufacturer planning council meetings,</p> <p>20 so I couldn't really say that they took</p> <p>21 the place.</p> <p>22 Q. I think you're saying that</p> <p>23 higher-level employees -- strike that.</p> <p>24 I think you're saying that</p>

<p style="text-align: right;">Page 102</p> <p>1 higher-level representatives from the 2 manufacturers that are in attendance than 3 are on this list are the ones that come 4 to these councils, right? 5 A. Yes, because -- 6 MR. SUDDATH: Objection to 7 form. 8 You can go ahead. 9 THE WITNESS: My 10 understanding is the topics are 11 very strategic as opposed to 12 tactical, so there -- it's 13 higher-level people. 14 BY MR. SIMMER: 15 Q. And what types of strategic 16 areas are discussed at these manufacturer 17 planning council meetings? 18 MR. SUDDATH: Objection. 19 THE WITNESS: I don't 20 attend, so I don't know. And I 21 don't recall if I heard them, the 22 topics, before. 23 BY MR. SIMMER: 24 Q. Who attends on behalf of</p>	<p style="text-align: right;">Page 104</p> <p>1 THE WITNESS: I don't know 2 what "convener" means, sorry. 3 BY MR. SIMMER: 4 Q. Well, let me clarify, then. 5 Are they the ones that send 6 out the invitations to the manufacturers 7 to attend these planning council 8 meetings? 9 A. Correct. 10 MR. SUDDATH: Objection to 11 form. 12 BY MR. SIMMER: 13 Q. You talked over each other. 14 Let's make sure we get that. 15 You said that they do send 16 out the invitations; isn't that right? 17 A. Correct. 18 MR. SUDDATH: Objection. 19 BY MR. SIMMER: 20 Q. Do you know what 21 manufacturers attend these meetings? 22 A. I do not. 23 Q. How is it you know about 24 these meetings?</p>
<p style="text-align: right;">Page 103</p> <p>1 AmerisourceBergen? 2 MR. SUDDATH: Objection to 3 form. 4 THE WITNESS: I don't know 5 specifically. 6 BY MR. SIMMER: 7 Q. How often are they held? 8 MR. SUDDATH: Objection. 9 THE WITNESS: I don't know. 10 I couldn't tell you for sure. 11 BY MR. SIMMER: 12 Q. Is AmerisourceBergen the 13 only distributor that attends these 14 meetings? 15 MR. SUDDATH: Objection to 16 form. 17 THE WITNESS: Well, yes. 18 Yes. 19 BY MR. SIMMER: 20 Q. So AmerisourceBergen is the 21 convener of these planning council 22 meetings? 23 MR. SUDDATH: Objection to 24 form.</p>	<p style="text-align: right;">Page 105</p> <p>1 A. It was a topic at a recent 2 staff meeting. 3 Q. And what did you hear about 4 that? 5 A. I don't recall. It 6 didn't -- it wasn't applicable to me, it 7 was just a topic on the agenda. 8 Q. So the -- what I've handed 9 you as Exhibit-6 is an e-mail from Dina 10 Gabriele to -- I think it looks like the 11 same individuals we just looked at in the 12 prior e-mail string, right? 13 It's a group of drug company 14 representatives, and the cc a group of 15 AmerisourceBergen employees, if I have it 16 right, correct? 17 A. It looks -- the manufacturer 18 employees look to be the same, and 19 there's additional AmerisourceBergen 20 people on there. 21 Q. When it says, Subject, 2012 22 manufacturer advisory board meeting 23 recap/summaries, do you have an 24 understanding what that's in reference</p>

<p style="text-align: right;">Page 106</p> <p>1 to?</p> <p>2 A. It's a post-meeting summary.</p> <p>3 Q. Okay. Can I direct your</p> <p>4 attention to the attachment to this</p> <p>5 e-mail? It appears to be the notes to</p> <p>6 this meeting.</p> <p>7 Do you see what I'm saying?</p> <p>8 A. Yes.</p> <p>9 Q. Can I direct your attention</p> <p>10 to Bates ending 7754342, where it says at</p> <p>11 the bottom of the page,</p> <p>12 Patient/prescriber data.</p> <p>13 Do you see that?</p> <p>14 A. I see that.</p> <p>15 Q. This seems to be a reference</p> <p>16 to the AmerisourceBergen data that is</p> <p>17 being provided to manufacturers.</p> <p>18 Do you agree with me?</p> <p>19 MR. SUDDATH: Objection.</p> <p>20 THE WITNESS: I have no</p> <p>21 idea.</p> <p>22 BY MR. SIMMER:</p> <p>23 Q. So what's represented in</p> <p>24 these notes, you don't have any idea what</p>	<p style="text-align: right;">Page 108</p> <p>1 marked as Exhibit-7, Insys-MDL-007731066</p> <p>2 and it goes through Bates ending</p> <p>3 007731072.</p> <p>4 I'll represent to you there</p> <p>5 were a whole stack of exhibits attached</p> <p>6 to this. We only printed several of them</p> <p>7 for -- to save some trees.</p> <p>8 While you can feel free to</p> <p>9 look at all of the attachments, I have</p> <p>10 just some pretty general questions about</p> <p>11 them, so you don't have to be responsible</p> <p>12 for the content of those attachments.</p> <p>13 Can I direct your attention</p> <p>14 to the second page of this exhibit that's</p> <p>15 Bates ending 7731067 --</p> <p>16 A. Okay.</p> <p>17 Q. -- the e-mail from Jim</p> <p>18 Papazis, dated January 9th, 2012, to</p> <p>19 Elizabeth McMahon.</p> <p>20 Do you see that?</p> <p>21 A. Yes.</p> <p>22 Q. Am I right that she is a --</p> <p>23 she was, at least at this time, an</p> <p>24 AmerisourceBergen employee?</p>
<p style="text-align: right;">Page 107</p> <p>1 this content means?</p> <p>2 A. I don't have any idea what</p> <p>3 that content means, that</p> <p>4 patient/prescriber data.</p> <p>5 - - -</p> <p>6 (Whereupon,</p> <p>7 AmerisourceBergen-Weber Exhibit-7,</p> <p>8 Insys-MDL-007731066-072, was</p> <p>9 marked for identification.)</p> <p>10 - - -</p> <p>11 BY MR. SIMMER:</p> <p>12 Q. I asked you earlier today if</p> <p>13 you had responsibilities for the new</p> <p>14 supplier Insys, I-N-S-Y-S, Therapeutics</p> <p>15 that was launching a drug product.</p> <p>16 Do you remember that you had</p> <p>17 responsibility for Insys?</p> <p>18 MR. SUDDATH: Objection.</p> <p>19 THE WITNESS: I think I told</p> <p>20 you I didn't remember whether I</p> <p>21 was in my current role when Insys</p> <p>22 was set up as a supplier or not.</p> <p>23 BY MR. SIMMER:</p> <p>24 Q. Okay. I'll hand you what we</p>	<p style="text-align: right;">Page 109</p> <p>1 A. Correct.</p> <p>2 Q. And do you see in his e-mail</p> <p>3 where he says, Elizabeth, let me</p> <p>4 introduce myself. My name is Jim</p> <p>5 Papazis, and I am the director, managed</p> <p>6 markets at Insys Therapeutics. We at</p> <p>7 Insys have just received FDA approval for</p> <p>8 our first product, Subsys. Joe Puma at</p> <p>9 Alkermes forwarded your contact</p> <p>10 information to me. We would like to</p> <p>11 begin the new vendor process and fill out</p> <p>12 the necessary paperwork.</p> <p>13 Do you see that?</p> <p>14 A. Yes.</p> <p>15 Q. And then two days later, Ms.</p> <p>16 McMahon responds, Hi Jim, the ABDC</p> <p>17 contact for new supplier setup is Celia</p> <p>18 Weber.</p> <p>19 That's you, right?</p> <p>20 A. Correct.</p> <p>21 Q. And then do you see in the</p> <p>22 next e-mail in the string is from you,</p> <p>23 dated two days later, to Mr. Papazis.</p> <p>24 Do you see where I'm</p>

Page 110

1 talking?  
2 A. Yes.  
3 Q. And you say, Mr. Papazis,  
4 attached are all the informational and  
5 required documents that AmerisourceBergen  
6 Drug Corporation will need from Insys in  
7 order to evaluate setting the company up  
8 as a supplier.  
9 Do you see that?  
10 A. Yes.  
11 Q. Do you see, in the second  
12 paragraph where you say, and I'll quote,  
13 While all the documents are generally  
14 self-explanatory, please feel free to  
15 contact me with any questions you may  
16 have. I will be your main contact  
17 throughout the setup process.  
18 Do you see that?  
19 A. Yes.  
20 Q. I think we talked about that  
21 earlier, with a new supplier, that you  
22 had the role, through the setup process,  
23 to gather the necessary information; is  
24 that right?

Page 111

1 A. Yes.  
2 Q. Would you have had a role in  
3 the -- strike that.  
4 You sent Mr. Papazis, it  
5 appears, the distribution agreement; is  
6 that right?  
7 I think it's called the  
8 distribution services agreement.  
9 A. Yes.  
10 Q. And so I think you said  
11 earlier that you handed the actual  
12 negotiation of that agreement off to  
13 someone else in your organization, right?  
14 A. Yes. So when I reference,  
15 Once set up, Insys will be assigned to a  
16 category manager, that's the person that  
17 would negotiate the distribution  
18 agreement, unless it was assigned to me.  
19 Because this e-mail is from  
20 a period of time before I was the senior  
21 director of operations and marketing. So  
22 this would have been in my old role as  
23 the -- managing distribution agreements.  
24 Q. Do you recall also entering

Page 112

1 into a distribution services agreement  
2 with Insys?  
3 A. I don't recall, but we would  
4 have.  
5 - - -  
6 (Whereupon,  
7 AmerisourceBergen-Weber Exhibit-8,  
8 ABDCMDL00045043-045, was marked  
9 for identification.)  
10 - - -  
11 BY MR. SIMMER:  
12 Q. I'll hand you what we marked  
13 as Weber Exhibit-8. I'll identify it for  
14 the record as ABDCMDL00045043 through  
15 45045.  
16 Do you see where, at the top  
17 of this document, actually, the word is  
18 misspelled, but it says, Amendment to  
19 distribution services agreement?  
20 A. It is misspelled.  
21 Yes, I see that.  
22 Q. It's the English teacher in  
23 me, I can't get over that stuff.  
24 Would you agree with me this

Page 113

1 appears to be an amendment to the  
2 distribution services agreement that the  
3 company had already entered into with  
4 Insys?  
5 A. Yes, that's what it appears  
6 to me.  
7 Q. And do you see where, in the  
8 whereas clauses, it talks about, in the  
9 second paragraph, I'll read it into the  
10 record, Where a supplier has FDA approval  
11 for the products listed on the attached  
12 Schedule I, collectively transmucosal  
13 immediate-release fentanyl (TIRF) REMS  
14 products, closed quote, which are subject  
15 to a FDA-mandated risk evaluation and  
16 mitigation strategy program (TIRF) REMS  
17 program, closed quote, closed parens.  
18 What's your understanding of  
19 what this is talking about?  
20 MR. SUDDATH: Objection.  
21 THE WITNESS: The REMS  
22 program that the FDA has mandated  
23 for this requires the wholesaler  
24 to do some additional work to make

Page 114

1 sure that only eligible pharmacy  
2 customers receive the product.  
3 BY MR. SIMMER:  
4 Q. And so our record is clear,  
5 what do you understand the REMS -- REMS  
6 program to include?  
7 MR. SUDDATH: Objection.  
8 THE WITNESS: I couldn't say  
9 what it -- without reading from  
10 this, I couldn't, off the top of  
11 my head, say what all is included  
12 in obligations under the REMS  
13 mandates.  
14 BY MR. SIMMER:  
15 Q. It appears to be something  
16 that the FDA mandated that Insys supply;  
17 is that right?  
18 MR. SUDDATH: Objection.  
19 THE WITNESS: I wouldn't  
20 know that, other than what it says  
21 here about it being an FDA  
22 program.  
23 BY MR. SIMMER:  
24 Q. Do you recall this

Page 115

1 particular amendment?  
2 A. No.  
3 Q. So do I have it right that  
4 this would have been an agreement that  
5 you would have not -- other than sending  
6 it on to Insys, you would have had no  
7 role in the negotiation of?  
8 A. That is correct.  
9 Q. So if I were to ask you  
10 questions about who signed this agreement  
11 for Insys, you wouldn't know who that  
12 person is?  
13 A. I couldn't say, without you  
14 asking me the question whether I knew  
15 that person or not.  
16 Q. Do you know who Michael  
17 Babich is?  
18 A. No, I don't know him.  
19 Q. He's the person who signed  
20 the agreement for Insys, and he  
21 represents his title as president and  
22 CEO?  
23 A. I don't know him.  
24 Q. Okay.

Page 116

1 - - -  
2 (Whereupon,  
3 AmerisourceBergen-Weber Exhibit-9,  
4 Insys Therapeutics, Inc., 10-K,  
5 12/31/16, was marked for  
6 identification.)  
7 - - -  
8 BY MR. SIMMER:  
9 Q. Is it fair to say the  
10 distribution services that  
11 AmerisourceBergen offers would be quite  
12 important to a product launch for a new  
13 supplier, a new drug company like Insys?  
14 MR. SUDDATH: Objection to  
15 form.  
16 THE WITNESS: I couldn't  
17 rate that differently than  
18 anything else a manufacturer might  
19 do for their product launch.  
20 BY MR. SIMMER:  
21 Q. You've been negotiating and  
22 handling distribution agreements for  
23 years, right?  
24 A. Uh-huh.

Page 117

1 Q. And am I right that there  
2 are three principal distributors of drugs  
3 in America, right?  
4 A. Today that's true, yes.  
5 Q. So we're talking about  
6 Cardinal, McKesson and AmerisourceBergen,  
7 right?  
8 A. Correct.  
9 Q. And so a company like Insys,  
10 if it doesn't have a distribution  
11 agreement with AmerisourceBergen, it's  
12 going to find it pretty difficult to  
13 distribute its product; isn't that right?  
14 MR. SUDDATH: Objection.  
15 THE WITNESS: I couldn't  
16 answer for the manufacturer on  
17 what their commercialization  
18 strategy is.  
19 BY MR. SIMMER:  
20 Q. I'll hand you what we marked  
21 as Weber Exhibit-9. I'll represent to  
22 you this is a 200-page document, and what  
23 we did is just produce or -- here, three  
24 pages.

<p style="text-align: right;">Page 118</p> <p>1 And I'll identify it for the  2 record as the Insys Therapeutics, Inc.,  3 Form 10-K, dated 12/31/2016. We  4 replicated here the first page of the  5 10-K and then Page 33.  6 And for your purposes, I'd  7 like to direct your attention to Page 33  8 and just have you look at, in the middle  9 of the page, you see the heading where it  10 says, We depend on wholesale  11 pharmaceutical distributors for retail  12 distribution of Subsys. If we lose any  13 of our significant wholesale  14 pharmaceutical distributors, our business  15 could be harmed.  16 Do you see that?  17 A. I see that.  18 Q. Let me direct your attention  19 to the language below that.  20 I'll read it into the  21 record, and I quote, The majority of our  22 sales of Subsys are to wholesale  23 pharmaceutical distributors who, in turn,  24 sell the products to pharmacies,</p>	<p style="text-align: right;">Page 120</p> <p>1 with any of these distributors would have  2 a material adverse effect on their  3 business?  4 MR. SUDDATH: Objection.  5 THE WITNESS: Are you asking  6 did I -- do I see that?  7 BY MR. SIMMER:  8 Q. Yes.  9 A. Yes, I see that.  10 Q. And so any reason to dispute  11 that the loss of a relationship of  12 AmerisourceBergen would be material to  13 the Insys business?  14 MR. SUDDATH: Objection.  15 THE WITNESS: I could not  16 comment on something that was  17 written by Insys. And I --  18 BY MR. SIMMER:  19 Q. No reason to believe that's  20 an incorrect statement, however, right?  21 MR. SUDDATH: Objection.  22 THE WITNESS: I couldn't get  23 inside the author's head and know  24 whether this was correct or not.</p>
<p style="text-align: right;">Page 119</p> <p>1 hospitals and other customers. For the  2 year ended December 31, 2016, four  3 wholesale pharmaceutical distributors,  4 Rochester Drug Cooperative, Inc.,  5 AmerisourceBergen Corporation, McKesson  6 Corporation, and Cardinal Health, Inc.,  7 individually comprised approximately 15  8 percent, 17 percent, 16 percent and 14  9 percent respectively of our total gross  10 sales of Subsys. The loss by us of any  11 of these wholesale pharmaceutical  12 distributor's accounts or a material  13 reduction in their purchases could have a  14 material adverse effect on our business,  15 results of our -- strike -- results of  16 operations, financial condition and  17 prospects.  18 Do you see that?  19 A. Uh-huh.  20 Q. Other than my fumbling there  21 for a moment, did I read that correctly?  22 A. Yes.  23 Q. Do you see where they say  24 that the loss of the distributor account</p>	<p style="text-align: right;">Page 121</p> <p>1 BY MR. SIMMER:  2 Q. Okay.  3 - - -  4 (Whereupon,  5 AmerisourceBergen-Weber  6 Exhibit-10, ABDCMDL00002123-125,  7 was marked for identification.)  8 - - -  9 BY MR. SIMMER:  10 Q. I'll hand you what we marked  11 as Weber Exhibit-10. I'll identify it  12 for the record as --  13 MR. SIMMER: Tom, would it  14 be okay if I use the bottom Bates  15 on this? There are two of them on  16 here. I think the one is -- for  17 the MDL is what we can use for our  18 purposes.  19 MR. SUDDATH: That's fine,  20 Mr. Simmer.  21 BY MR. SIMMER:  22 Q. I'll identify for the record  23 as ABDCMDL00002123 through 2125.  24 You see on the heading on</p>

<p style="text-align: right;">Page 122</p> <p>1 the first page, it says, Services  2 Agreement?  3 A. Yes.  4 Q. And do you see where it  5 says, This is a service agreement by and  6 between Purdue Pharma, LP and  7 AmerisourceBergen Services Corporation?  8 A. Yes.  9 Q. So I think this is an  10 agreement for the kind of services that  11 we were talking -- we've been talking  12 about today, the marketing services that  13 AmerisourceBergen offers to suppliers,  14 right?  15 MR. SUDDATH: Objection to  16 form.  17 THE WITNESS: This is a  18 services agreement for educational  19 and product awareness, yes.  20 BY MR. SIMMER:  21 Q. And this particular example,  22 it's with Purdue Pharmaceuticals, right?  23 A. Correct.  24 Q. Do you see in the second</p>	<p style="text-align: right;">Page 124</p> <p>1 number of targets for this specific  2 campaign is 2,000.  3 A. Yes.  4 Q. Last bullet is, Additional  5 fees may apply for additional targets.  6 Target deployment is no later than  7 December 31, 2016.  8 Is that right?  9 A. Correct.  10 Q. So this is describing what  11 it is AmerisourceBergen is actually going  12 to do under this services agreement,  13 right?  14 MR. SUDDATH: Objection to  15 form.  16 THE WITNESS: Broadly, yes.  17 BY MR. SIMMER:  18 Q. Is there more to it than  19 that?  20 A. No.  21 Q. Can I direct your attention  22 to Page 2, the bottom of the page?  23 And you see the paragraph  24 where it says, Notices?</p>
<p style="text-align: right;">Page 123</p> <p>1 paragraph, do you see where it says, and  2 I'll quote, Vendor is engaged by company  3 to educate pharmacies about Butrans,  4 buprenorphine transdermal system, using  5 ABC's custom connect e-mail campaign  6 services to reach and message pharmacy  7 customers targeting products as  8 determined by Purdue.  9 Do you see that?  10 A. Yes.  11 Q. So what's being offered here  12 to Purdue?  13 A. An e-mail that they author  14 that goes out to specific customers of  15 ABDC.  16 Q. And there are bullets below  17 that.  18 Do you see where it says, A  19 one-time customizable e-mail blast to  20 target customer?  21 A. Right.  22 Q. A second bullet, Pricing  23 includes up to 5,000 targets.  24 Third bullet, The estimated</p>	<p style="text-align: right;">Page 125</p> <p>1 A. Yes.  2 Q. And you see, and I'll quote,  3 All legal notices or demands provided for  4 by this agreement will be in writing and  5 will be deemed to have been given when  6 delivered by certified mail, return  7 receipt requested or by overnight  8 courier.  9 Do you see that?  10 A. Yes.  11 Q. And you see it has three  12 different blocks below that?  13 A. Yes.  14 Q. And where it says, To  15 vendor, over to the right, it says,  16 AmerisourceBergen Corporation, and then  17 you see, Attention: Celia Weber.  18 Do you see that?  19 A. Yes.  20 Q. So you are the person that,  21 under this agreement, is to receive  22 notice of any -- of any kind under this  23 agreement, right?  24 MR. SUDDATH: Objection to</p>

Page 126	Page 128
<p>1 form.</p> <p>2 THE WITNESS: This was</p> <p>3 obviously an error by our legal</p> <p>4 department. Because, generally,</p> <p>5 there's another paragraph that</p> <p>6 says it should also go to general</p> <p>7 counsel.</p> <p>8 But I see what you're</p> <p>9 saying.</p> <p>10 BY MR. SIMMER:</p> <p>11 Q. You would agree with me</p> <p>12 that's your name, right?</p> <p>13 A. Yep.</p> <p>14 Q. So if there's any notice</p> <p>15 about this agreement, it's supposed to</p> <p>16 come to you, right?</p> <p>17 MR. SUDDATH: Objection to</p> <p>18 form.</p> <p>19 THE WITNESS: That's how I</p> <p>20 read it, too, yep.</p> <p>21 BY MR. SIMMER:</p> <p>22 Q. And the signature on this</p> <p>23 agreement, I think, is the individual you</p> <p>24 said that was the head of the division</p>	<p>1 they have input into any supplier</p> <p>2 that is set up in the system to do</p> <p>3 business with, they approve the</p> <p>4 various licensing.</p> <p>5 - - -</p> <p>6 (Whereupon,</p> <p>7 AmerisourceBergen-Weber</p> <p>8 Exhibit-11, USDC District of</p> <p>9 Massachusetts, USA V Babich,</p> <p>10 Burlakoff, Gurry, Simon, Lee,</p> <p>11 Rowan, was marked for</p> <p>12 identification.)</p> <p>13 - - -</p> <p>14 BY MR. SIMMER:</p> <p>15 Q. Are you aware of the fact</p> <p>16 that Insys has been -- strike that.</p> <p>17 Are you aware of the fact</p> <p>18 that a number of individuals at Insys</p> <p>19 have been indicted?</p> <p>20 A. No.</p> <p>21 Q. I'll hand you what has been</p> <p>22 marked as Exhibit-11. I'll identify it</p> <p>23 for the record. I'm just going to look</p> <p>24 at a couple of pages in it, so I'm not</p>
Page 127	Page 129
<p>1 you work in, right?</p> <p>2 A. Correct.</p> <p>3 Q. Now, let me just go back</p> <p>4 here.</p> <p>5 We've looked at the</p> <p>6 distribution agreement and the materials</p> <p>7 that you forwarded on to Insys for its</p> <p>8 drug Subsys, which you saw was a</p> <p>9 controlled substance, right?</p> <p>10 A. Uh-huh, right.</p> <p>11 Q. And we have one here with</p> <p>12 Purdue for the drug Butrans, which is</p> <p>13 also a controlled substance, right?</p> <p>14 A. Two distinctly different</p> <p>15 contracts.</p> <p>16 Q. I understand.</p> <p>17 A. Right.</p> <p>18 Q. I guess my question is, in</p> <p>19 the course of entering into these</p> <p>20 different kinds of agreements, is that</p> <p>21 something that CSRA would have had an</p> <p>22 input on?</p> <p>23 MR. SUDDATH: Objection.</p> <p>24 THE WITNESS: Specifically,</p>	<p>1 expecting you to have any knowledge about</p> <p>2 it.</p> <p>3 This is a pleading entitled,</p> <p>4 United States of America versus six</p> <p>5 individuals, Michael L. Babich, Alec</p> <p>6 Burlakoff, Michael Gurry, Richard Simon,</p> <p>7 Sunrise Lee and Joseph A. Rowan. It's</p> <p>8 dated December 6th, 2016.</p> <p>9 You see the top of the page</p> <p>10 there?</p> <p>11 A. Yes.</p> <p>12 Q. You say that you're not</p> <p>13 familiar with the fact that Insys</p> <p>14 indicted -- these individuals -- strike</p> <p>15 that -- these individuals at Insys were</p> <p>16 indicted?</p> <p>17 A. No, I don't recall that.</p> <p>18 Q. Can I direct your attention</p> <p>19 to Page 6, Paragraph 12? Let me read</p> <p>20 this into the record.</p> <p>21 Do you see where it says,</p> <p>22 and I'll quote, By bribing practitioners</p> <p>23 to write prescriptions for fentanyl spray</p> <p>24 and then defrauding insurers, the</p>

Page 130

1 defendants and coconspirators, known and  
2 unknown to the grand jury, dramatically  
3 increased the volume of prescriptions  
4 written for fentanyl spray, and  
5 thereafter, the rate at which insurers  
6 approved payment for the drug, generating  
7 substantial profits for the company, the  
8 defendants and coconspirators, known and  
9 unknown to the grand jury, including the  
10 coconspirator practitioners.  
11 Do you see that?  
12 A. I see that.  
13 Q. Were you aware of this at  
14 all?  
15 A. No.  
16 Q. Look at Paragraph 19, if you  
17 would.  
18 Do you see where it says,  
19 The TIRF REMS access program included  
20 several elements designed to protect  
21 patients from the risks associated with  
22 TIRF drugs. The program required, among  
23 other things, that TIRF medicines only be  
24 dispensed to an outpatient when the

Page 131

1 practitioner prescribing the drug, the  
2 patient, and the pharmacy dispensing the  
3 TIRF medicine had each been educated  
4 about the risks associated with the drug.  
5 Do you see that?  
6 A. Yes.  
7 Q. And I can read more of this,  
8 and I don't know that that's absolutely  
9 necessary.  
10 This is something you're  
11 just not familiar with; am I right?  
12 A. Correct. This is not in my  
13 area.  
14 Q. Let me ask you, if you had  
15 been aware of the fact that these  
16 individuals were indicted, including the  
17 CEO of the company, would you have  
18 entered into this services agreement that  
19 we just looked at a moment ago?  
20 MR. SUDDATH: Objection.  
21 THE WITNESS: I couldn't  
22 speak to that at all. That's way  
23 above my pay grade.  
24 BY MR. SIMMER:

Page 132

1 Q. Who would I speak to about  
2 that, in terms of finding out whether  
3 AmerisourceBergen would have entered into  
4 a services agreement like that with  
5 Insys, in light of the fact that these  
6 individuals were indicted?  
7 MR. SUDDATH: Objection.  
8 THE WITNESS: I have no  
9 idea.  
10 MR. SIMMER: I have nothing  
11 further.  
12 VIDEO TECHNICIAN: Off  
13 record at 5:08 p.m.  
14 - - -  
15 (Whereupon, the deposition  
16 was concluded at 5:08 p.m.)  
17 - - -  
18  
19  
20  
21  
22  
23  
24

Page 133

1 CERTIFICATE  
2  
3  
4 I HEREBY CERTIFY that the  
5 witness was duly sworn by me and that the  
6 deposition is a true record of the  
7 testimony given by the witness.  
8  
9  
10  
11 Amanda Maslinsky-Miller  
12 Certified Realtime Reporter  
13 Dated: January 27, 2019  
14  
15  
16  
17 (The foregoing certification  
18 of this transcript does not apply to any  
19 reproduction of the same by any means,  
20 unless under the direct control and/or  
21 supervision of the certifying reporter.)  
22  
23  
24

Page 134

**INSTRUCTIONS TO WITNESS**

1 Please read your deposition  
 2 over carefully and make any necessary  
 3 corrections. You should state the reason  
 4 in the appropriate space on the errata  
 5 sheet for any corrections that are made.  
 6 After doing so, please sign  
 7 the errata sheet and date it.  
 8  
 9 You are signing same subject  
 10 to the changes you have noted on the  
 11 errata sheet, which will be attached to  
 12 your deposition.  
 13  
 14 It is imperative that you  
 15 return the original errata sheet to the  
 16 deposing attorney within thirty (30) days  
 17 of receipt of the deposition transcript  
 18 by you. If you fail to do so, the  
 19 deposition transcript may be deemed to be  
 20 accurate and may be used in court.  
 21  
 22  
 23  
 24

Page 136

**ACKNOWLEDGMENT OF DEPONENT**

1 I, \_\_\_\_\_, do  
 2 hereby certify that I have read the  
 3 foregoing pages, 1 - 132, and that the  
 4 same is a correct transcription of the  
 5 answers given by me to the questions  
 6 therein propounded, except for the  
 7 corrections or changes in form or  
 8 substance, if any, noted in the attached  
 9 Errata Sheet.  
 10  
 11 CELIA WEBER \_\_\_\_\_ DATE \_\_\_\_\_  
 12  
 13 Subscribed and sworn  
 14 to before me this  
 15 \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.  
 16  
 17 My commission expires: \_\_\_\_\_  
 18  
 19 \_\_\_\_\_  
 20 Notary Public  
 21  
 22  
 23  
 24

Page 135

-----  
**E R R A T A**  
 -----

1 PAGE LINE CHANGE/REASON  
 2  
 3  
 4  
 5  
 6  
 7  
 8  
 9  
 10  
 11  
 12  
 13  
 14  
 15  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24

Page 137

**LAWYER'S NOTES**

1 PAGE LINE  
 2  
 3  
 4  
 5  
 6  
 7  
 8  
 9  
 10  
 11  
 12  
 13  
 14  
 15  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24